

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 16, 2026


FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to negotiate and execute: (1) an amendment to lease number 4653 and associated land use plan with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the property located at 2200 NW 7th Avenue, Miami, Florida 33127 commonly referred to as the Mental Health Center (“Center”), (2) an amendment to the Miami-Dade County Designated Receiving System Plan, and (3) any other associated documents and agreements with Thriving Mind South Florida, Inc., State of Florida Department of Children and Families (“DCF”), Office of the Miami-Dade County Sheriff, and Miami-Dade County Association of Chiefs of Police, as well as exercise the provisions set forth therein to further the purposes set forth herein; subject to the execution of such amendments, approving and authorizing non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the County Code by a two-thirds vote of the Board members present for contracts with: (1) the Village South, Inc., and its parent company Westcare Foundation, Inc., in the amount of \$27,218,627.00, for a three-year term with an additional 180-day extension period and one option to renew for a two-year term; and (2) the Advocate Program Inc., in the amount of \$4,169,861.00, for a three-year term and one option to renew for a two-year term, along with additional estimated operating costs to the Eounty not to exceed \$14,298,639.00, during the three-year term of both agreements, in a total amount up to \$45,687,127.00, for the provision of services at the Eenter; waiving user access program fee and Resolution No. R-130-06; approving the Miami-Dade County Opioid Funding Disbursement and Implementation Plan (“Plan”) that provides for the allocation of certain funding Miami-Dade County recovers in *In Re: National Prescription Opiate Litigation* or any related matter (“Opioid Funding”) for a term commencing in Fiscal Year 2025-2026 and

MDC001

ending on September 30, 2031; authorizing the County Mayor to; (1) apply for, receive, and expend funding for the purposes described herein, subject to certain limitations; (2) execute agreements and documents necessary for receipt and expenditure of such funding; (3) negotiate and execute agreements with the Eleventh Judicial Circuit Court in and for Miami-Dade County and other government agencies as necessary for diversion of individuals to the Center and operation of a courtroom within the Center; (4) exercise the provisions set forth in all such contracts, agreements, and other documents authorized herein; (5) expend Opioid Funding as described in the Plan; and (6) submit the Plan to DCF; amending Resolution No. R-786-24 to replace references to Westcare Florida, Inc.; directing the County Mayor to issue and award an expedited request for proposals for mental health and substance use disorder outpatient treatment services at the Center; requiring certain research and data collection, protocols, recordkeeping, oversight, use plans, biannual reviews and reports, recommendations from the Miami-Dade County Behavioral Health Advisory Board and evaluation and annual reports pertaining to certain populations served at the Center; and establishing County policy pertaining to Center funding

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Anthony Rodriguez.


Geri Bonzon Keenan
County Attorney

GBK/jp



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 16, 2026

FROM: 
Cliff Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Requires more than a majority vote (i.e., 2/3's present , 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
6-16-26

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO NEGOTIATE AND EXECUTE: (1) AN AMENDMENT TO LEASE NUMBER 4653 AND ASSOCIATED LAND USE PLAN WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PROPERTY LOCATED AT 2200 NW 7TH AVENUE, MIAMI, FLORIDA 33127 COMMONLY REFERRED TO AS THE MENTAL HEALTH CENTER (“CENTER”), (2) AN AMENDMENT TO THE MIAMI-DADE COUNTY DESIGNATED RECEIVING SYSTEM PLAN, AND (3) ANY OTHER ASSOCIATED DOCUMENTS AND AGREEMENTS WITH THRIVING MIND SOUTH FLORIDA, INC., STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (“DCF”), OFFICE OF THE MIAMI-DADE COUNTY SHERIFF, AND MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE, AS WELL AS EXERCISE THE PROVISIONS SET FORTH THEREIN TO FURTHER THE PURPOSES SET FORTH HEREIN; SUBJECT TO THE EXECUTION OF SUCH AMENDMENTS, APPROVING AND AUTHORIZING NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT FOR CONTRACTS WITH: (1) THE VILLAGE SOUTH, INC., AND ITS PARENT COMPANY WESTCARE FOUNDATION, INC., IN THE AMOUNT OF \$27,218,627.00, FOR A THREE-YEAR TERM WITH AN ADDITIONAL 180-DAY EXTENSION PERIOD AND ONE OPTION TO RENEW FOR A TWO-YEAR TERM; AND (2) THE ADVOCATE PROGRAM INC., IN THE AMOUNT OF \$4,169,861.00, FOR A THREE-YEAR TERM AND ONE OPTION TO RENEW FOR A TWO-YEAR TERM, ALONG WITH ADDITIONAL ESTIMATED OPERATING COSTS TO THE COUNTY NOT TO EXCEED \$14,298,639.00, DURING THE THREE-YEAR TERM OF BOTH AGREEMENTS, IN A TOTAL AMOUNT UP TO \$45,687,127.00, FOR THE PROVISION OF SERVICES AT THE CENTER; WAIVING USER ACCESS PROGRAM FEE AND RESOLUTION NO. R-130-06; APPROVING THE MIAMI-DADE COUNTY OPIOID FUNDING DISBURSEMENT AND IMPLEMENTATION PLAN (“PLAN”) THAT PROVIDES FOR THE ALLOCATION OF CERTAIN FUNDING MIAMI-DADE COUNTY RECOVERS IN *IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION* OR ANY RELATED MATTER (“OPIOID FUNDING”) FOR A TERM COMMENCING IN FISCAL YEAR 2025-2026 AND ENDING ON SEPTEMBER 30, 2031; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO; (1) APPLY FOR, RECEIVE, AND EXPEND FUNDING FOR THE PURPOSES DESCRIBED HEREIN, SUBJECT TO CERTAIN LIMITATIONS; (2) EXECUTE AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SUCH FUNDING; (3) NEGOTIATE AND EXECUTE AGREEMENTS WITH THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY AND OTHER GOVERNMENT AGENCIES AS NECESSARY FOR DIVERSION OF INDIVIDUALS TO THE CENTER AND OPERATION OF A COURTROOM WITHIN THE CENTER; (4) EXERCISE THE PROVISIONS SET FORTH IN ALL SUCH CONTRACTS, AGREEMENTS, AND OTHER DOCUMENTS AUTHORIZED HEREIN; (5) EXPEND OPIOID FUNDING AS DESCRIBED IN THE PLAN; AND (6) SUBMIT THE PLAN TO DCF; AMENDING RESOLUTION NO. R-786-24 TO REPLACE REFERENCES TO WESTCARE FLORIDA, INC.; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO ISSUE AND AWARD AN EXPEDITED REQUEST FOR PROPOSALS FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER OUTPATIENT TREATMENT SERVICES AT THE CENTER; REQUIRING CERTAIN RESEARCH AND DATA COLLECTION, PROTOCOLS, RECORDKEEPING, OVERSIGHT, USE PLANS, BIENNIAL REVIEWS AND REPORTS, RECOMMENDATIONS FROM THE MIAMI-DADE COUNTY BEHAVIORAL HEALTH ADVISORY BOARD AND EVALUATION AND ANNUAL REPORTS PERTAINING TO CERTAIN POPULATIONS SERVED AT THE CENTER; AND ESTABLISHING COUNTY POLICY PERTAINING TO CENTER FUNDING

WHEREAS, in November of 2004, Miami-Dade County voters approved the issuance of \$22,100,000.00 in general obligation bonds to fund Bond Program Project No. 193, “to free up jail space and provide an effective and cost-efficient alternative facility to house the mentally ill as they await a trial date,” at 2200 Northwest 7th Avenue, Miami, Florida (“property”); and

WHEREAS, on June 3, 2008, the Board approved Resolution No. R-637-08 for the retroactive authorization of a lease for the property with the State of Florida, as landlord, and the County, as tenant, with a proposed use as a mental health diversion facility; and

WHEREAS, since that time, the Board has approved additional funding for renovations at the property, totaling over \$51 million; and

WHEREAS, in 2017, the Board approved Resolution No. R-889-17 for a sublease agreement with the County, as landlord, and South Florida Behavioral Health Network, Inc., subsequently doing business as Thriving Mind South Florida and renamed, in July 2025, and referred herein as Thriving Mind South Florida, Inc., (“Thriving Mind”), as tenant, to allow Thriving Mind to undertake planned improvements and to operate the property as a mental health diversion facility; and

WHEREAS, later, in 2022, the Board approved Resolution No. R-1125-22, authorizing the County Mayor to accept assignments from Thriving Mind of architectural services, construction, and owner’s representative contracts relating to the mental health diversion facility; and

WHEREAS, in 2024, the sublease between the County and Thriving Mind was terminated; and

WHEREAS, in 2023, the administration advertised a Request for Information for service providers for the mental health diversion facility, known as the Mental Health Center (“Center”), and received six responses; and

WHEREAS, in September of 2024, the Board approved Resolution No. R-786-24 directing the County Mayor to, among other things, negotiate agreements Village South, Inc., and its parent company WestCare Foundation, Inc., (collectively, “WestCare”), for the provision of behavioral health services at the Center, and also with the Advocate Program, Inc., (“Advocate Program”), for the provision of ancillary services at the Center; and

WHEREAS, in a memorandum dated April 21, 2026, Legistar No. 260201, the County Mayor recommended that the Board approve non-competitive contracts with WestCare and Advocate Program because “it is in the best of the County . . . as competition is not practicable because of the unique professional competencies required to operate a comprehensive mental health facility,” and as both WestCare and Advocate Program “are uniquely positioned to serve as partners to the County and to provide a full spectrum of services to the population the Center is intended to serve”; and

WHEREAS, the Board desires to open the Center and enter into negotiated agreements with WestCare and Advocate Program for a three-year period; and

WHEREAS, beyond the initial three-year period, the Board also wants to ensure there is continued collaboration between the County and various stakeholders, oversight, established measurables and research criteria, and long-term planning to ensure that the Center, once opened, has the structure, resources, and operational support needed to provide sustainable, high-quality care for our community for years to come; and

WHEREAS, the Miami-Dade County Behavioral Health Advisory Board (“Behavioral Health Advisory Board”) is uniquely positioned to assist the Board in advancing these objectives and ensuring the Center’s enduring accountability, effectiveness, and sustainability; and

WHEREAS, the Behavioral Health Advisory Board was established to assist public and private entities in addressing behavioral health needs within the community and to promote a

coordinated system of care, ensure adequate service capacity, expand access to quality behavioral health and substance use disorder services, and facilitate connections to community-based resources for individuals in crisis; and

WHEREAS, consistent with such purposes, the Behavioral Health Advisory Board’s duties include reviewing and monitoring the management and operations of the Center, as such, the board will play an integral role in ensuring the Center’s accountability, effectiveness, and compliance with applicable standards of care, established service delivery models, performance objectives established by this Board, and long-term strategic goals for the delivery of behavioral health services; and

WHEREAS, this Board supports the Center and desires to establish a framework for ongoing oversight, independent evaluation, performance measurement, and long-term planning to ensure that the Center operates in a transparent, accountable, and sustainable manner and continues to meet the behavioral health needs of the community,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board authorizes the County Mayor or County Mayor’s designee to negotiate and execute, following review and approval for form and legal sufficiency by the County Attorney’s Office: (a) an amendment to Lease Number 4653 and the associated Land Use Plan with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, which are incorporated as Appendices to the contracts attached hereto as Exhibits 1 and 2, for the property located at 2200 NW 7th Avenue, Miami, Florida 33127, commonly referred to as the Mental Health Center (“Center”); (b) amendment to the Miami-Dade County Designated Receiving System Plan, including the Miami-Dade County Transportation Plan for Involuntary Examinations (Baker Act) and Involuntary Admissions (Marchman Act) approved in Resolution No. R-782-17;

and (c) any other associated documents or agreements with Thriving Mind South Florida, Inc., (“Thriving Mind”), State of Florida Department of Children and Families (“DCF”), Office of the Miami-Dade County Sheriff, and Miami-Dade County Association of Chiefs of Police, as well as exercise the provisions set forth therein to further the purposes set forth in section 2.

Section 2. Subject to the execution of such amendments set forth in section 1, this Board finds it is in the best interest of Miami-Dade County (“County”) to approve and authorize non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, Florida (“Code”) by a two-thirds vote of the Board members present for contracts with: (a) The Village South, Inc., and its parent company WestCare Foundation, Inc., (collectively “WestCare”), which is guaranteeing the Village South’s obligations in the amount of \$27,218,627.00, for the provision of mental health services at the Center for a three-year term with the option of an additional 180-day extension period after the expiration of the three-year term, such extension shall be exercised at the sole discretion of and at no additional cost to the County, and one two-year option to renew subject to further Board approval; and (b) Advocate Program Inc. (“Advocate Program”) in the amount of \$4,169,861.00, for the provision of ancillary services at the Center, including, but not limited to, primary care, dentistry, optometry, podiatry, vocational assistance, housing assistance, and legal services (limited to non-criminal civil legal services) for a three-year term, and one two-year option to renew subject to further Board approval, along with obligations under both agreements to the County for building operations estimated to cost the County no more than \$14,298,639.00 over the initial three-year terms of both agreements, in a total amount up to \$45,687,127.00 for the provision of services at the Center during the initial three-year term of the agreements, in substantially the forms attached hereto as Exhibits 1 and 2 subject to limited revisions as set forth herein. The County’s estimated cost obligations for building operations may decrease if another provider is responsible for the programming on the

seventh floor as described in more detail in section 10. This Board authorizes the County Mayor or County Mayor's designee to execute the contracts and, except for the renewal provision in the contracts, to exercise all provisions set forth therein, subject to approval for form and legal sufficiency by the County Attorney's Office.

Section 3. This Board finds that it is in the best interest of Miami-Dade County to waive, and hereby waives: (a) section 2-8.10 of the Code, which provides for the application of the User Access Program Fee to the contracts described in section 2; and (b) the provisions of Resolution No. R-130-06 requiring contracts with non-governmental entities to be fully negotiated and executed prior to the submittal to the Board for approval.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to negotiate and execute agreements, as well as exercise the provisions set forth therein, with the Eleventh Judicial Circuit Court in and for Miami-Dade County and other government agencies, including the State Attorney's Office and the Office of the Miami-Dade County Sheriff, as may be necessary to facilitate diversion of individuals from jail and/or to operate a courtroom within the Center, subject to approval for form and legal sufficiency by the County Attorney's Office, provided such agreements are at no cost to the County and contain terms consistent with Board policies.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to: (a) apply for, receive, and expend funding for the purposes described herein, subject to, (i) cash match funding must be reflected in an approved County budget as specified for this purpose or receive additional Board authority and (ii) all grant funding must comply with all existing Board policies; (b) execute agreements and documents necessary for receipt and expenditure of such

funding; and (c) exercise the provisions set forth in all such contracts, agreements, and documents, subject to approval by the County Attorney's Office as to form and legal sufficiency.

Section 6. This Board approves the Miami-Dade County Opioid Funding Disbursement and Implementation Plan ("Plan"), in substantially the form attached hereto as Exhibit 3, which provides for the allocation of the portion of funding the County recovers in *In Re: National Prescription Opiate Litigation* MDL No. 2804 (N.D. Ohio) or any related matter for its use ("Opioid Funding"). The Plan is for a term commencing in Fiscal Year 2025-2026 and ending on September 30, 2031.

Section 7. This Board authorizes the County Mayor or County Mayor's designee to expend the Opioid Funding to support the operations of the Center, including, but not limited to: (a) Crisis Stabilization and Detoxification Services; (b) Short-Term Residential Treatment Services; and (c) Level II Residential Treatment Services. Opioid Funding may and shall only be used as authorized by the Florida Opioid Allocation and Statewide Response Agreement ("Allocation Agreement"), which is attached to Exhibit 1 as Appendix H and includes all funding allocated to the County in the City/County Fund and the funding available to the County for its use in the Regional Fund, as described more fully in the Allocation Agreement and Plan.

Section 8. This Board authorizes the County Mayor or County Mayor's designee to submit the Plan to DCF in the manner required by the Allocation Agreement.

Section 9. This Board amends Resolution No. R-786-24 to replace all references to WestCare Florida, Inc., with WestCare Foundation, Inc.

Section 10. This Board directs the County Mayor or County Mayor's designee to expeditiously advertise and award a contract for mental health and substance use disorder outpatient treatment services for the seventh floor of the Center (the "Seventh Floor RFP"). The Seventh Floor RFP shall solicit competitive proposals seeking providers who shall provide

services such as comprehensive substance abuse assessments, individual counseling, group counseling, family counseling, treatment planning, relapse prevention programming, cognitive behavioral therapy, peer support services, case management, and drug testing. The County Mayor or County Mayor's designee shall advertise the Seventh Floor RFP within 60 days of the effective date of this Resolution and bring back a recommendation on the Seventh Floor RFP within 120 days of the effective date of this Resolution. Such recommendation should identify legally available funds including but not limited to bond funding, grants, or other capital improvement funds to complete the build out of the seventh floor.

Section 11. This Board directs the County Mayor or County Mayor's designee to coordinate with WestCare, Advocate Program, Eleventh Judicial Circuit Court in and for Miami-Dade County, community partners, and other government agencies, to establish and maintain a centralized recordkeeping and outcomes monitoring system for services rendered at the Center, with the aim to collect and evaluate data necessary to measure the Center's effectiveness, continuity of care, and long-term participant outcomes. At a minimum, the system should track: (a) the number of individuals who received services at the Center; (b) length of stay and services received or rendered; (c) successful completion and discharge outcomes; (d) post-discharge referrals and continuity of care participation; (e) number and percentage of individuals who are subsequently rearrested or returned to the criminal justice system, readmitted to the Center, or experience repeated crisis intervention encounters; (f) time intervals between discharge from the Center and subsequent contact with the criminal justice system or crisis intervention encounters; (g) number of individuals experiencing homelessness who received services at the Center; and (h) demographic and service utilization trends necessary to evaluate long-term program outcomes. Data collected and reported may be disaggregated, as appropriate and for compliance with applicable federal and state laws.

Section 12. This Board directs the County Mayor or County Mayor's designee to, within six months following commencement of operations at the Center, negotiate an agreement with Jackson Health System or its designee, for a biannual independent operational and clinical review of the Center and its service delivery model, utilizing data collected through the recordkeeping and outcomes monitoring system established in section 11, and to place the fully negotiated agreement on an agenda of the full Board for approval without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure. The biannual review should evaluate, at a minimum, (a) utilization and occupancy rates of all beds and programs; (b) diversion outcomes from the criminal justice system; (c) clinical outcomes and continuity of care; (d) behavioral health and substance use treatment performance indicators; (e) financial sustainability and funding utilization; (f) the coordination among the County and its service providers and community partners; (g) number and percentage of individuals who are subsequently rearrested or returned to the criminal justice system, readmitted to the Center, or experience repeated crisis intervention encounters; and (h) recommendations for operational improvements, expansion, modification, continuation, or restructuring of services.

Section 13. This Board directs the County Mayor or County Mayor's designee to provide a biannual report reviewing the operations at the Center, and, when implemented, incorporating the findings and recommendations made by Jackson Health System or its designee. Such report shall include: (a) year-over-year performance metrics, including total admitted and discharged participants and recidivism or re-engagement rates; (b) program outcomes and return on investment; (c) funding status and projected sustainability; (d) review of service providers identified in section 1; (e) recommended changes to service levels and/or recommendations about program changes for the subsequent program year; and (f) other relevant information. The first report shall be placed on an agenda of the full Board, without committee review pursuant to rule

5.06(j) of the Board's Rules of Procedure, within 12 months of the effective date of the agreement referenced in section 12. Thereafter, subsequent quarterly reports shall be placed on an agenda of the full Board in the same manner every 12 months. Upon placement on an agenda of the full Board, each report shall be transmitted to the Miami-Dade County Behavioral Health Advisory Board ("BHAB") for its review and consideration.

Section 14. Prior to the implementation of any administrative or operational adjustments not contemplated by the agreements with WestCare and Advocate Program or by this resolution, this Board directs the County Mayor or County Mayor's designee to present such proposed adjustments to the BHAB for its consideration, approval, and recommendation for implementation to this Board. Thereafter, the County Mayor or County Mayor's designee shall transmit the BHAB's recommendation to the full Board for its consideration. Additionally, this Board directs the County Mayor or County Mayor's designee to, within six months following commencement of operations at the Center, provide the BHAB a biannual report identifying all administrative or operational adjustments authorized under the agreements and undertaken at the Center.

Section 15. After the Center has been operational for 365 days, and annually thereafter, this Board directs the County Mayor or County Mayor's designee to evaluate the utilization of the Center by individuals experiencing homelessness and submit a report to the Board that at a minimum, shall include: (a) the percentage of individuals served by the Center who were experiencing homelessness; (b) the types of services provided to such individuals; (c) the average duration of services received by such individuals at the Center; and (d) an assessment of whether the Homeless Trust's funding contribution should be reassessed and renegotiated based on the populations served at the Center. If such a reassessment is determined to be necessary, the County Mayor or County Mayor's designee shall transmit a request to the Homeless Trust for the

Homeless Trust Board of Trustees to take action recommending allocation of the new funding amount and the action of the Homeless Trust Board of Trustees shall be included in the report. Said report shall be placed on an agenda of the full Board within 90 days thereafter without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.

Section 16. This Board establishes, as County policy, that core County services including, but not limited to public safety, parks, public works, and transit must be fully funded and not impacted by funding for the Center, and that such funding shall supplement and not supplant funding for core services. Further, this Board directs the County Mayor or County Mayor's designee to reflect such policy in the County Mayor's proposed Fiscal Year 2026-2027 County budget and in each subsequent County budget proposed by the County Mayor thereafter.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of June, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shanika A. Graves
Leigh C. Kobrinski

Attachment A - Master Budget

Mental Health Center

Westcare and Advocate Program Proposal: 75 Beds
 County Programming: 72 Beds
 Total Beds: 147 Beds

	1st Year FULL	2nd Year	3rd Year	4th Year	5th Year
ADVOCATE PROGRAM					
Personnel	\$ 1,066,300	\$ 1,119,615	\$ 1,175,596	\$ 1,234,376	\$ 1,296,094
Supplies	\$ 30,250	\$ 30,250	\$ 30,250	\$ 30,250	\$ 30,250
Contractual Services	\$ 225,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Operating Expenses	\$ 370,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Overhead	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000
Equipment	\$ 105,000	\$ -	\$ -	\$ -	\$ -
Totals by Year for Advocate Program Services Enhancements:	\$ 2,036,550	\$ 1,584,865	\$ 1,640,846	\$ 1,699,626	\$ 1,761,344
WESTCARE					
10 Bed Crisis Stabilization Unit (CSU)/Detoxification					
Personnel	\$ 1,959,153	\$ 2,027,723	\$ 2,098,694	\$ 2,172,148	\$ 2,248,173
Supplies	\$ 210,160	\$ 217,516	\$ 225,129	\$ 233,008	\$ 241,163
Operating Expenses	\$ 893,734	\$ 925,015	\$ 957,390	\$ 990,899	\$ 1,025,580
Contractual Services	\$ 160,400	\$ 166,014	\$ 171,824	\$ 177,838	\$ 184,063
Overhead	\$ 353,005	\$ 365,360	\$ 378,147	\$ 391,383	\$ 405,081
Equipment*	\$ 244,300	\$ -	\$ -	\$ -	\$ -
Security	\$ 306,600	\$ 317,331	\$ 328,438	\$ 339,933	\$ 351,831
Totals by Year for 10 Bed CSU/Detoxification:	\$ 4,127,352	\$ 4,018,959	\$ 4,159,622	\$ 4,305,209	\$ 4,455,891
20 Bed Short Term Residential (SRT)					
Personnel	\$ 1,899,288	\$ 1,965,763	\$ 2,034,565	\$ 2,105,775	\$ 2,179,477
Supplies	\$ 418,840	\$ 433,499	\$ 448,672	\$ 464,375	\$ 480,629
Operating Expenses	\$ 887,714	\$ 918,784	\$ 950,941	\$ 984,224	\$ 1,018,672
Contractual Services	\$ 196,700	\$ 203,585	\$ 210,710	\$ 218,085	\$ 225,718
Overhead	\$ 340,254	\$ 352,163	\$ 364,489	\$ 377,246	\$ 390,450
Equipment*	\$ 131,500	\$ -	\$ -	\$ -	\$ -
Security	\$ -	\$ -	\$ -	\$ -	\$ -
Totals by Year for 20 Bed SRT:	\$ 3,874,297	\$ 3,873,794	\$ 4,009,377	\$ 4,149,705	\$ 4,294,945
45 Bed Level-2					
Personnel	\$ 2,192,912	\$ 2,269,663	\$ 2,349,102	\$ 2,431,320	\$ 2,516,416
Supplies	\$ 499,920	\$ 517,417	\$ 535,527	\$ 554,270	\$ 573,670
Operating Expenses	\$ 1,178,454	\$ 1,219,700	\$ 1,262,389	\$ 1,306,573	\$ 1,352,303
Contractual Services	\$ 325,900	\$ 337,307	\$ 349,112	\$ 361,331	\$ 373,978
Overhead	\$ 421,879	\$ 436,644	\$ 451,927	\$ 467,744	\$ 484,115
Equipment*	\$ 176,650	\$ -	\$ -	\$ -	\$ -
Security	\$ -	\$ -	\$ -	\$ -	\$ -
Totals by Year for 45 Bed Level-2:	\$ 4,795,714	\$ 4,780,731	\$ 4,948,057	\$ 5,121,239	\$ 5,300,482
Totals by Year for WestCare Core Services Programming:	\$ 12,797,362	\$ 12,673,484	\$ 13,117,056	\$ 13,576,153	\$ 14,051,319
New Direction Residential Treatment ("New Direction") - 24 Beds					
Personnel	\$ 2,114,431	\$ 2,220,153	\$ 2,331,160	\$ 2,447,718	\$ 2,570,104
Supplies	\$ 51,447	\$ 52,991	\$ 54,580	\$ 56,218	\$ 57,904
Operating Expenses	\$ 226,058	\$ 232,840	\$ 239,825	\$ 247,020	\$ 254,431
Contractual Services	\$ 100,304	\$ 103,313	\$ 106,412	\$ 109,604	\$ 112,893
Overhead	\$ 24,205	\$ 24,931	\$ 25,679	\$ 26,450	\$ 27,243
Equipment*	\$ -	\$ -	\$ -	\$ -	\$ -
Security	\$ 174,203	\$ 179,429	\$ 184,812	\$ 190,356	\$ 196,067
Totals by Year for New Direction Auxiliary Programming:	\$ 2,690,648	\$ 2,813,657	\$ 2,942,469	\$ 3,077,367	\$ 3,218,642
Totals by Year for Programming:	\$ 17,524,561	\$ 17,072,006	\$ 17,700,371	\$ 18,353,145	\$ 19,031,305
Building Expenses					
Personnel/Maintenance	\$ 1,076,131	\$ 1,140,698	\$ 1,209,140	\$ 1,281,689	\$ 1,358,590
Utilities	\$ 704,102	\$ 746,348	\$ 791,129	\$ 838,596	\$ 888,912
Janitorial Services	\$ 700,000	\$ 742,000	\$ 786,520	\$ 833,711	\$ 883,734
Security	\$ 800,000	\$ 848,000	\$ 898,880	\$ 952,813	\$ 1,009,982
Other Operating Expenses	\$ 1,211,111	\$ 1,283,777	\$ 1,360,804	\$ 1,442,452	\$ 1,528,999
Totals by Year for Building Expenses:	\$ 4,491,343	\$ 4,760,823	\$ 5,046,473	\$ 5,349,261	\$ 5,670,217
Total Center Expenses by Year:	\$ 22,015,904	\$ 21,832,829	\$ 22,746,844	\$ 23,702,406	\$ 24,701,522
AVAILABLE REVENUES					
Opioid Funding:	\$ 30,295,929	\$ 4,275,200	\$ 4,194,274	\$ 4,082,277	\$ 4,151,713
Bristol Myers Squibb:	\$ 324,000	\$ 432,000	\$ -	\$ -	\$ -
Homeless Trust:	\$ 1,124,000	\$ 1,124,000	\$ 1,124,000	\$ 1,124,000	\$ 1,124,000
State/Federal Grants:	\$ 3,639,194	\$ 3,766,566	\$ 3,898,396	\$ 4,034,840	\$ 4,176,059
Miami Foundation for Mental Health:	\$ 78,800	\$ 28,800	\$ 228,800	\$ 228,800	\$ 228,800
Medicaid Reimbursement:	\$ 517,500	\$ 535,613	\$ 554,359	\$ 573,762	\$ 593,843
Miami-Dade Rescue Plan:	\$ 5,651,634	\$ -	\$ -	\$ -	\$ -
New Direction Funding - Grants:	\$ 763,764	\$ 763,764	\$ 763,764	\$ 763,764	\$ 763,764
New Direction Funding - General Fund:	\$ 1,163,166	\$ 1,163,166	\$ 1,163,166	\$ 1,163,166	\$ 1,163,166
Carryover:	\$ -	\$ 21,542,084	\$ 11,798,363	\$ 978,277	\$ -
Total Revenues by Year:	\$ 43,557,988	\$ 33,631,192	\$ 23,725,121	\$ 12,948,885	\$ 12,201,345
Surplus/(Deficit):	\$ 21,542,084	\$ 11,798,363	\$ 978,277	\$ (10,753,521)	\$ (12,500,177)

EXHIBIT 1

Operating Agreement Contract No.

THIS AGREEMENT for the provision of behavioral health services at the Mental Health Center is made and entered into as of this _____ day of _____ by and between **The Village South, Inc.**, a Florida 501(c)(3) nonprofit corporation, having its principal office at _____ and **WestCare Foundation, Inc.**, a Nevada 501(c)(3) not-for-profit corporation, having its principal office at _____ (collectively, "Contractor" or "Behavioral Health Services Provider"), and **Miami-Dade County**, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, 29th floor, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for the provision of behavioral health services at the Mental Health Diversion Facility, commonly referred to as the "Mental Health Center" or located at 2200 NW 7th Avenue, Miami, Florida 33127 ("Center") on a non-exclusive basis that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement, subject to all necessary amendments to the Lease Agreement and Land Use Plan with the State of Florida for the Center property and an amendment to the Miami-Dade County Designated Receiving System Plan, including the Miami-Dade Transportation Plan for Involuntary Examinations (Baker Act) and Involuntary Admissions (Marchman Act); and

WHEREAS, the Contractor desires to provide behavioral health services at the Mental Health Center, in accordance with the terms and conditions of this Agreement; and

WHEREAS, The Village South, Inc. and WestCare Foundation, Inc., have a substantial history of providing substance use disorder treatment, mental health services, prevention, and recovery services to vulnerable communities in South Florida; and

WHEREAS, pursuant to WestCare Foundation, Inc., Resolution WCF 2023-01, attached hereto as Appendix G, WestCare Foundation, Inc., agreed to guarantee all of the Village South's obligations herein, and has agreed to sign on as Contractor to this Agreement and as such the Village South, Inc., and WestCare Foundation will be referenced herein collectively as "WestCare" or "Contractor"; and; and

WHEREAS, WestCare is licensed by the Florida Department of Children and Families and accredited by The Joint Commission, a nonprofit accrediting agency for health care organizations and programs which upholds the highest standards of patient care and client services; and

WHEREAS, WestCare is a comprehensive behavioral health service provider with an existing continuum of care that is uniquely positioned to provide continuity of care that meets each client's unique needs at the Mental Health Center; and

WHEREAS, the County is a plaintiff in *In Re: National Prescription Opiate Litigation* MDL No. 2804 (N.D. Ohio) ("Opioid Litigation") and has recovered settlement funding from defendants in the Opioid Litigation and related matters ("Opioid Funding"); and

WHEREAS, as a condition of settlement, the County agreed to comply with the terms of the Florida Opioid Allocation and Statewide Response Agreement ("Allocation Agreement"), attached hereto as Appendix H, for the use of all funding it recovered for its use; and

WHEREAS, the County will expend funding recovered in the Opioid Litigation at the Center consistent with the provisions of the Miami-Dade County Opioid Funding Disbursement and Implementation Plan ("Disbursement Plan"), attached hereto as Appendix K; and

WHEREAS, Contractor acknowledges and agrees that it will provide the County with certain information and reports required by the Allocation Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Addictions Receiving Facility" shall mean a secure, acute care facility that, at a minimum, provides emergency screening, evaluation, detoxification, and stabilization services; is operated 24 hours per day, 7 days per week; and is designated by the Florida Department of Children and Families to serve individuals found to have substance abuse impairment who qualify for services under Chapter 394, Florida Statutes.
- b) The words "Aftercare Services" shall mean those that assist with client participation in daily activity functions that were adversely affected by mental illness and/or substance abuse impairments.
- c) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments as well as all amendments or revisions issued hereto.
- d) The words "Ancillary Services" shall be defined as those services defined in a separate contract with another entity to provide services which fall outside of the direct mental health care/clinical services being provided to clients by Contractor or its successor operator Contractor. Ancillary Services may include primary care, dentistry, optometry, podiatry, vocational assistance, housing assistance, and legal services.
- e) The words "Ancillary Service Provider" shall be defined as a business entity providing Ancillary Services at the Center pursuant to an agreement for said services with the County or other entity permitted by the County to enter into subcontracts for said services.
- f) "Annual Contract Amount" shall be defined as the amounts set forth for each contract year in Article 7 (such amounts consist of annual operating and equipment costs).
- g) The words "Center Stakeholders" shall be defined as Miami-Dade County, Ancillary Service Provider(s), Ancillary Service Coordinator, the Eleventh Judicial Circuit in and for Miami-Dade County, and other persons or entities as may be designated by the County in writing as Center Stakeholders. Ancillary Service Provider shall be identified in writing to Contractor by the County.
- h) The words "Behavioral Health Services" shall mean mental health and substance abuse treatment services.
- i) The words "Contract Manager" shall mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative of the County designated to manage the Contract.
- j) The words "County Facility Manager" shall mean the County staff person or persons designated by the Director of the Miami-Dade County Department of People and Internal Operations ("PIOD"), or successor department, to serve as the main point of contact for facilities maintenance and repair at the Center.
- k) The words "Crisis Stabilization Unit" or "CSU" shall mean a licensed program that provides an alternative to inpatient hospitalization and that provides brief, intensive services 24 hours a day, 7 days a week, for individuals who have a mental illness and are in crisis.
- l) The word "Days" shall mean calendar days.
- m) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Contractor to the Project Manager or County pursuant to the terms of this Agreement.
- n) The words "Developed Works" shall mean all information, data, writings, logos, illustrations, images, photographs, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, designs, and methods, specifications, and all other work product of any nature whatsoever, including drafts and portions thereof, that are created, shared with the County, prepared, produced, recorded, authored, edited, modified, conceived, or reduced to practice by or on behalf of Contractor solely or jointly with the County or others, including but not limited to third party vendors, in connection with this Agreement, the Work or the Services, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.
- o) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- p) The words "joint venture" shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

- q) The words "Licensed Software" shall mean the software component(s) provided pursuant to the Contract.
- r) The words "Level II Residential Treatment Unit" or "L2 Unit" shall mean licensed structured rehabilitation-oriented group facilities that have 24 hours per day, 7 days per week supervision. A Level II Residential Services Unit house persons who have significant deficits in independent living skills and need extensive support and supervision.
- s) The words "Medication Assisted Treatment" shall mean a service that uses methadone or other medication as authorized by state or federal law, in combination with medical, rehabilitative, supportive, and counseling services in the treatment of individuals who are dependent on opioid drugs.
- t) The words "Outpatient Services" shall mean a service provided off-site after patient has been discharged from the Center.
- u) The words "Project Manager" shall mean Miami-Dade County's Director of the Community Services Department or the Director's designee.
- v) The words "Scope of Services" shall mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- w) The words "Short-Term Residential Treatment" shall mean individualized, stabilizing acute and immediately sub-acute care services that provide short and intermediate duration intensive mental health residential and habilitative services on a 24 hour per day, 7 days per week basis. These services must meet the needs of individuals who are experiencing an acute or immediately sub-acute crisis and who, in the absence of a suitable alternative, would require hospitalization.
- x) The words "Medical Professional" collectively means any individual who is providing medical Patient Services pursuant to this Agreement, including, but not limited to, physicians, nurses, physician assistants, pharmacists, technicians, therapists, medical assistants, physician assistants, nurse practitioners, counselors, and social workers.
- y) The words "Service" or "Services" shall mean the provision of Center operation services in accordance with the Scope of Services.
- z) The word "Subcontractor" or "Subconsultant" shall mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- aa) The word "Patient Services" means any health or health-related services provided pursuant to this Agreement.
- bb) The words "Transportation Plan" shall mean the Miami-Dade County Transportation Plan for Involuntary Examinations and Involuntary Admissions, Attachment B to the Miami-Dade County Designated Receiving System Plan, approved in Resolution No. R-782-17.
- cc) The word "Work" shall mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 48, 2) Appendix A, 3) other Appendices.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

- c) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- d) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- e) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

The Contractor shall adopt policies which ensure the Work is performed in a manner that is safe and consistent with all applicable laws, regulations, and standards of care.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, or the date of the Parties' execution, whichever is later, and shall continue through the last day of the 36th month, thereafter. After the expiration of the 36-month period, the County may unilaterally extend this Contract for up to an additional one hundred eighty (180) calendar days beyond that Contract period, at no additional cost to the County. The County will notify the Contractor in writing of the 180-day extension at least 90 days prior to the expiration of the 36-month Contract Term.

Alternatively, or in addition to, the 180-day extension, upon mutual agreement, the Parties may renew this Contract for one (1) 24-month contract term for a total contract term not to exceed five and one half (5.5) years. With respect to the one (1) 24-month option to renew, Contractor shall provide the County written notice of its intent to exercise this 24-month option to renew, which shall be provided no later than 180 days prior to the expiration of the 36th month effective term or the 180 day extension. The County shall notify Contractor in writing whether it mutually agrees to renew the Contract within 90 days of receipt of Contractor's written notice of its intent to exercise the 24-month option to renew. The 24-month option to renew period may only be exercised with prior approval of the Miami-Dade Board of County Commissioners. The contract amount for any renewal period is set forth in Appendix D.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via e-mail (if provided below) with delivery of hard copy via U.S. Postal Service. The addresses for such notice are as follows:

(1) **To the County**

a) to the Project Manager:

Miami-Dade County
Community Services Department
Attention: Cathy Burgos
Address: 701 NW. 1st Court – 10th Floor – Miami, FL. 33136 Phone: 786.469.4600
E-mail: Cathy.Burgos@miamidade.gov with copy to amanda.dominguez@miamidade.gov and

b) to the Contract Manager

Miami-Dade County
Strategic Procurement Department Attention: Chief Procurement Officer 111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) **To the Contractor**

Westcare and The Village South, Inc. Attention: Danny Blanco
Address: 1633 Pembroke Pines, FL. 33025
Phone: 1.800.443.3784 Ext. 32129
E-mail: danny.blanco@westcare.com

With copies of any legal claim or demand, notice of default, breach, termination, or demand for indemnity copied to:

WestCare Foundation, Inc. 1711 Whitney Mesa Drive Henderson, NV 89014

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix D. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. All Work undertaken by the Contractor before the County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

Both Parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

It is the responsibility of the Contractor to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, may allow Contractor a payment of twenty-five percent (25%) of the Annual Contract Amount for the applicable Contract Year once the Contract is authorized, and when the Contractor has submitted a request via an invoice in the form required by the County. The County may, at its sole discretion, opt to pay Contractor one twelfth (1/12) of the Annual Contract Amount each month with reconciliation at an interval of every six months or other timeframe as determined by the County. The Annual Contract Amount, inclusive of any advance and one-time funding for equipment, is not to exceed \$9,179,768 (consisting of annual operating and equipment costs) in the first year (12 months from contract execution), \$8,886,137 (consisting of annual operating and equipment

costs) in the second year, and \$9,152,722 (consisting of annual operating and equipment costs) in the third year, based on the Contractor's actual expenses for operation of the Center. Funds will be distributed on a monthly basis in accordance with Appendix E ("Budget"). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. The parties acknowledge that opening a new mental health center will include some unforeseen expenses and changes to the budget and that the first year of operations will include one-time expenses. The parties may mutually agree to change the existing line items in the Budget (Appendix E), including but not limited to shifting of funds from one line item to another, in the following manner: 1) without a budget modification, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget modification requested by the Contractor's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the Contract Manager, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items. Budget modification requests must be submitted to the Contract Manager no later than sixty (60) days prior to the expiration of each term of the Agreement.

All Work undertaken by the Contractor before the County's approval of this Contract shall be at the Contractor's risk and expense.

Unallowable Expenses. Unless otherwise approved by the County in a written document executed by authorized County personnel, the County shall not be liable for any travel expenses. Funds paid pursuant to this Agreement shall not be used for expenses of or related to: a personal nature, political and sectarian activities, lobbying, legal fees, financial investment services, investments, financing costs, bank fees, debt, mortgages, loans, lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Budget in Appendix B including approved modifications, or the Scope of Work in Appendix A, as determined in the sole discretion of the County.

ARTICLE 8. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor and including proof of service provided and proof of payment pursuant to Appendix D. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, Florida (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:

Miami-Dade County, Finance Department 111 NW 1st Street
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Community Services Department 701 NW 1st Court – 10th Floor
Miami, FL. 33136
Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of any and all claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, in any way relating to or resulting from the performance of this Agreement or occasioned wholly or in part by any act or omission of the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.

All insurance policies required above shall apply only to the location of the Center and shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County 111 NW 1st Street Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 10. MANNER OF PERFORMANCE

a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.

e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

g) The Contractor acknowledges that these provisions of this section do not constitute control by the County over the manner in which the Contractor performs its Work and do not create an agency relationship between the Contractor and the County.

ARTICLE 11. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may, in writing, require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, as determined by the County in its sole and absolute discretion, and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification, which identifies the Contractor as the employee's employer. The Contractor acknowledges that Miami-Dade County's ability to require removal of certain employees does not constitute control over the manner in which the Contractor

performs its Work and does not create an agency relationship between the Contractor and the County. The Contractor agrees and acknowledges that any Medical Professional providing Patient Services pursuant to this Agreement is not an actual or apparent agent of Miami-Dade County.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. The Parties, by this Agreement and any provisions herein, do not intend to create any partnership, joint venture, or other legal relationship. The Contractor acknowledges and agrees that it is not an actual or apparent agent of the County in performing Work pursuant to this Agreement.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. Nothing herein shall be construed to be a waiver of sovereign immunity.

ARTICLE 13. DISPUTE RESOLUTION PROCEDURE

a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders relating to the previous subsection and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition** precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the Parties authorize the County Mayor or County Mayor's designee, who may not be the Project Manager or anyone associated with this Project to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor or County Mayor's designee within ten (10) days of the occurrence, event or act out of which the dispute arises. All such disputes shall be submitted in writing by the Contractor to the County Mayor or County Mayor's designee for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made.

e) The County Mayor or County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or County Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. Whenever the County Mayor or County Mayor's designee is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or County Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 14. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

d) Subject to applicable state and federal law covering privacy and confidentiality, the Contractor, its employees, and any Medical Professional providing Patient Services pursuant to this Agreement shall provide information and testimony and otherwise assist the County in defending against any action or claim brought against the County, its agents, and/or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where Contractor and/or the County is named as an adverse party. In any claim or cause of action against the County related to Patient Services provided under this Agreement, the Contractor shall agree and acknowledge that the Contractor's employees, agents, and Medical Professionals performing Work and/or Patient Services pursuant to this Agreement are not actual or apparent agents of the County.

ARTICLE 15. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herein and the Allocation Agreement. In addition to any records retention requirements of Chapter 119, Florida Statutes, the Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 16. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 17. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 18. SUBCONTRACTUAL RELATIONS

a) The Contractor may not subcontract for any of the Work without prior written County approval. If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding the foregoing, Contractor shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 19. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 20. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 21. TERMINATION AND SUSPENSION OF WORK

a) This Agreement may be suspended or terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 22) and fails to cure said Event of Default (as delineated below in Article 23), (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement; or (iii) is adjudicated guilty or found liable in a cause of action for fraud in any judicial proceeding.

b) This Agreement may also be terminated for convenience by the either party hereto. Termination for convenience is effective on the termination date stated in the written notice provided by the terminating party. Written notice of intent to terminate for convenience must be provided by the terminating party at least 180 days in advance of termination.

c) If County terminates this Agreement for cause under Article 21(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such Contractor or Subcontractor has with the County and that such Contractor or Subcontractor pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to suspend or terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement for convenience, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.
- i) The County may terminate this Contract, in whole or part, with twenty-four (24) hours' written notice to the Contractor upon a determination by the County Mayor or County, Mayor's designee, in his or her absolute and sole discretion, that termination of the Contract is necessary for the health, safety, or welfare of the County and its residents.

ARTICLE 22. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services in a satisfactory manner and on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein;

- viii. the Contractor ineffectively or improperly uses the County funds allocated under this Contract;
 - ix. if applicable, the Contractor does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract;
 - x. the Contractor fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
 - xi. the Contractor does not submit or submits incomplete or incorrect required reports;
 - xii. the Contractor refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Contractor's performance and deliverables;
 - xiii. the Contractor or any individual, corporation, firm, partnership, joint venture or other business entity in which Contractor or its principals has a Controlling Financial Interest, attempts to meet its obligations under this Contract or any other County agreement or County program through fraud, misrepresentation, or material misstatement or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement;
 - xiv. the Contractor fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP);
 - xv. the Contractor fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract;
 - xvi. the Contractor fails to honestly disclose facts or fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; or
 - xvii. the Contractor fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 23. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately and in no more than 24 hours for matters affecting health and safety and, for other matters, in no more than 30 days, or this Agreement with the County may be suspended or terminated. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 24. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County

elects to suspend or terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages available to the County by law or in equity.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 25. INTELLECTUAL PROPERTY INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, trademarks, service marks, trade secrets or any other third party proprietary rights, based on the Contractor's creation, use or supplying of any the Deliverables or Contractor's other actions in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability related to intellectual property violations related to the Work.
- d) In the event any Deliverable or anything provided to the County hereunder, or any portions thereof is held to constitute an infringement of a third party's intellectual property rights and the Deliverable's use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving any patent or copyright infringement claims, service mark or trademark violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 26. CONFIDENTIALITY

- a) During the course of this Agreement, the Contractor may have access to the County's confidential information, including, but not limited to, all County employee information and County financial information. The Contractor will treat the County's confidential information as it would treat its own confidential information of a similar nature, except that it may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by the requirements herein and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the

confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such confidential information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 27. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, is using, is holding for use, or which is otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractor's employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent the improper use, publication, disclosure, or removal.

ARTICLE 28. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein.

b) All Developed Works will be the property of the County. The County has all rights, title, and interest in the Developed Works.

c) The Contractor and its employees, agents, Subcontractors, or suppliers shall not, without the prior written consent of the County, use the Developed Works for any purposes unrelated to this Agreement. Submission or distribution by the Contractor of portions of the Developed Works to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

d) Except as may be required by law, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder. Should this Contract, or the Services thereunder, end or be terminated for any reason, the Contractor, along with any of its employees, agents, Subcontractors, or suppliers who have physical possession of or digital access to the Developed Works, will ensure that the County is given physical possession of or digital access to the Developed Works and that the County will be able to retain such possession and/or access even after the Contract or Services have ended or been terminated.

e) Except as otherwise provided in subsections a through d above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software that it licenses.

ARTICLE 29. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST AND CODE OF ETHICS

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 30. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 31. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- s) Title VI and Title VII of the Civil Rights Act of 1964.
- t) Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

The Contractor acknowledges that its compliance with the provisions in this section does not constitute control over the manner in which the Contractor performs its Work by the County and does not create an agency relationship between the Contractor and the County.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, or other protected characteristic, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

The Parties may amend the terms of this Article by adopting a written communications plan governing Contractor's communications regarding the Center.

ARTICLE 35. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 36. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or

otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be exclusively in Miami-Dade County.

ARTICLE 37. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof. This section does not apply to members of the Miami-Dade Board of County Commissioners sitting as members of the Behavioral Health Advisory Board or any other advisory board.

ARTICLE 38. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic (other than the coronavirus 2019 pandemic, COVID-19), adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the Parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify CareerSource South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

Pursuant to section 119.0701, Florida Statutes, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Service;
- b) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Contractor does not transfer the records to the County; and
- d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created,

received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. If Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the Contractor to comply with Section 119.0701, Florida Statutes, and this Article 40 of this Agreement, the County shall avail itself of the remedies set forth in Articles 21 and 24 of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (786) 469-4600, CSDPUBLICRECORDSREQUEST@MIAMIDADE.GOV 701 NW 1ST COURT, 10TH FLOOR, MIAMI FLORIDA 33186.

ARTICLE 41. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order (AO 10-11). HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 42. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees

and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 43. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Appendix I - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 44. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as Appendix J - Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 45. AUTONOMY

Both Parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Contractor is only a recipient of funding support for the operation of Contractor's programs, and Contractor is not an agent or instrumentality of the County. Furthermore, the Contractor's agents and employees are not agents or employees of the County.

The Parties expressly agree that there are no intended or unintended third-party beneficiaries to this Agreement.

ARTICLE 46. PROOF OF LICENSURE AND BACKGROUND SCREENING

a) Licensure.

Contractor agrees to comply with all federal, state, or local laws, regulations, ordinances, or resolutions requiring Contractor to be licensed or certified to provide services or to operate the facilities outlined in the Scope of Services. Contractor shall furnish to the County a copy of all required current licenses or certificates at least fourteen (14) days prior to or upon a mutually agreed upon time in advance of the Center opening, including licenses from the Florida Department of Children and Families and from the Florida Agency for Health Care Administration as required by Florida Statutes Chapters 394 and 397. Failure to provide and maintain verification of current and active licenses or certificates at least fourteen (14) days prior to or upon a mutually agreed upon time in advance of the Center opening and maintain the license during the period of the contract services of this

Agreement may result in termination of this Agreement at the County's sole discretion. The Contractor shall ensure continuity of client care in the event this agreement is suspended or terminated.

b) Background Screenings.

As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, Contractor agrees to ensure that employees, Subcontractors, volunteers, and independent contractors that work directly with, or who may come into direct contact with, youth under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended, satisfactorily complete and pass Level 2 background screening conducted through an appropriate screening agency before working or volunteering with such persons. Background screening of all employees, Subcontractors volunteers, and independent contractors shall be completed every five years thereafter.

ARTICLE 47. MISCELLANEOUS

a) Incident Reports.

The Contractor must report to the County information related to any critical incidents involving clients that occur during the administration of its programs at the Center. Critical incidents involving clients include (i) serious self or others; (i) violent acts; (ii) elopement from the program (4) threats of self harm to self or others. In addition to reporting this incident to the appropriate authorities, the Contractor must within twenty-four (24) hours of Contractor becoming aware of any critical incident, submit in writing a detailed account of the incident. This incident report should be addressed to the Project Manager.

b) Totality of Contract / Severability of Provisions.

This Contract, with its recitals on the first page of the Contract and its Appendices and Attachments as referenced below, contains all the terms and conditions agreed upon by the Parties.

Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with applicable-law, (b) does not alter any of the substantive rights, obligations, or liabilities of any party under this Agreement or any Related Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision, and the remaining provisions of this Contract, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

c) Property.

This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

1. Any real property under the Contractor's control that was acquired/improved in whole or in part with funds from the County and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Project Manager. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

2. All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the County, or transferred to the Contractor after being purchased in whole or in part with funds from the County shall be listed in the property records of the Contractor and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Contractor, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads.

3. All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Contractor and an inventory report shall be submitted to Project Manager. This report shall include the elements listed in the paragraph listed above.

d) **List of Attachments.**

1. Appendix A - Scope of Services
2. Appendix B - Collaboration and Data Sharing Plan
3. Appendix C - Emergency Management Plan
4. Appendix D - Pricing and Payment
5. Appendix E - Budget
6. Appendix F - State of Florida Lease Agreement
7. Appendix G - WestCare Foundation, Inc., Resolution WCF 2023-01
8. Appendix H - Florida Opioid Allocation and Statewide Response Agreement
9. Appendix I - Entities of Foreign Countries of Concern Prohibited Affidavit
10. Appendix J - Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
11. Appendix K - Miami-Dade County Opioid Funding Disbursement and Implementation Plan
12. Appendix L - Contractor Due Diligence Affidavit.
13. Appendix M - Lobbyist Registration Affidavit
14. Appendix N - Subcontracting Form

ARTICLE 48. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Miami-Dade County

By: _____

Name: _____ for
Daniella Levine Cava

Title: Mayor _____

Date: _____

Juan Fernandez-Barquin Clerk of the Court and Comptroller

Attest: By:

(Deputy Clerk Signature)

Print Name: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Contractor

The Village South, Inc., a Florida 501c3 not-for-profit corporation

Danny Blanco

Chief Operating Officer Date:

Contractor
WestCare Foundation, Inc., a Nevada 501(c)(3) not-for-profit corporation
Ken Ortvals
Chief Executive Officer of WestCare Foundation, Inc.
Date:

APPENDIX A – SCOPE OF SERVICES

Subject to approval by the State of Florida, as may be required by the Lease with the State executed on September 5, 2008 (“Lease”), the Contractor will operate the core Behavioral Health Services functions of the Center, as described below. A copy of the Lease is attached hereto and incorporated herein as Appendix F. The Contractor will render services in accordance with this Scope of Services in a manner deemed satisfactory to the County. Any modification or amendment to this Scope of Services shall not be effective until memorialized in a written agreement executed by the County and Contractor.

The Contractor shall deliver services at the Center in phases as described herein, subject to funding availability, licensing requirements, the Lease, and all applicable laws. If notwithstanding the Contractor’s diligent, good faith efforts to apply for, pursue and secure all required permitting and other governmental authorizations to undertake the operations of the Center in accordance with the phasing described herein and as described herein, the Contractor is unable to do so, the Parties agree that the Contractor may submit to the County its proposed amendment to the phasing and bed allocation, and the County shall approve or deny same acting reasonably. The Parties agree that any amendments to the phasing and bed allocation shall result in a corresponding amendment to the budget on a pro-rata basis.

Phase 1 will consist of the following components, to be operated by Contractor:

1. A 10-bed licensed Crisis Stabilization Unit (“CSU”) and Addictions Receiving Facility for both crisis stabilization and detoxification services.
2. A licensed Short-Term Residential Treatment (“SRT”) Unit with a minimum capacity of 20 beds.
3. A licensed Level II Residential Treatment (“L2”) Unit with a minimum capacity of 45 beds.
4. Outpatient Services and Aftercare Services, as described in Section 4 – Clinical Responsibilities below.

The Contractor will offer flexible bed allocations tailored to the varying levels of care needed, ensuring that the Contractor effectively addresses community demands and utilization rates. Any modifications of the above bed distribution resulting in a change greater than five (5) beds between units or modifications to the distribution of beds that are in place for longer than two months shall be memorialized in a written document and require the approval of the County Mayor or County Mayor’s designee. The Contractor will begin operations of the Center (as described herein) at the capacity set forth above for Phase 1.

Post-Phase 1 will consist of the following components to be operated by the Contractor once funding becomes available from sources other than the County:

1. Request permission in writing from the County to expand the units to allow for more clients.
 - a. The expansion request must include the following details in order to be deemed a satisfactory plan for expansion:
 - i. A description of the steps needed to accommodate the expansion
 - ii. The areas in the Center requested to provide expanded services, and how the expansion will be funded.
2. Once the County approves said expansion in writing, the Contractor shall implement and sustain said expanded services.

The County makes no commitment of funds for expanded services. Capital improvements needed to accommodate expanded services shall be coordinated between Contractor and the County and if the Contractor desires to undertake any capital improvements to the Center, it shall require same in writing and the terms and conditions with respect to such capital improvements shall require a written amendment to this Agreement and shall be subject to the approval of the State of Florida under the Lease. Notwithstanding the foregoing, Contractor does not anticipate making any capital improvements. The County, in its sole and absolute discretion, has the right- but not the obligation- to engage in capital improvement projects at the Center in order to complete construction of the kitchen, 1st floor, and 7th floor. The County makes no representation to Contractor that it will complete these projects.

1. Day-to-Day Operations

The Contractor shall:

- a. Operate a CSU and Addictions Receiving Facility, SRT, and L2 units. Services offered shall include assessment, intake, psychiatric services, placement services, detoxification, treatment of mental health in the three units, and Outpatient Services deemed appropriate by the Contractor.
- b. Operate Outpatient Services for behavioral health and substance abuse care. These services shall be offered for clients treated in the Center's CSU, SRT and/or L2 units and costs shall be borne by Contractor using non-County funds.
- c. Coordinate the transition of mental health and co-occurring substance abuse care from jails operated by Miami-Dade County Corrections and Rehabilitation Department (or successor County agency) ("MDCR") to the Center, which shall include documenting client admission to the Center, conducting pre-admission screening, and admitting the client to the Center pursuant to admission policies and procedures.
- d. Ensure all units have adequate staffing levels as required by State of Florida licensing agencies, accreditation standards, and any grant/contract requirements.
- e. Provide the Services in accordance with generally accepted clinical standards, consistent with medical ethics governing the physician or healthcare professional.
- f. Maintain cleanliness of units and provide routine janitorial services in the units.
- g. Report necessary building repairs to the designated County Facility Manager(s) through reporting system required by the County, as described in Facilities and Access Management section below, within 24 hours of Contractor becoming aware of a condition requiring repair.
- h. Report any incident involving serious physical injury or requiring emergency services (911, police, fire rescue) to be called to the Center to the County within 24 hours of occurrence.
- i. Report any lawsuit filed in any court regarding the Center and/or any employee or contractor arising from work performed at the Center to the County within 5 days of filing.

2. Licensing and Compliance

The Contractor shall:

- a. Obtain all mandatory licenses from the State of Florida Agency for Health Care Administration (AHCA) and the Florida Department of Children and Families (DCF) required to operate the Center, including any required license renewals.
- b. Maintain standards across guidelines set by the Substance Abuse and Mental Health Services Administration (SAMHSA), State of Florida Administrative Code, Centers for Medicare and Medicaid Services billing regulations, and any other applicable code, law, or regulation.
- c. Advise and collaborate with the Project Manager to make any necessary life safety changes at the Center required for licensing standards.
- d. Ensure compliance of Center operations with all federal and state statutes, regulations, and licensing standards. The Contractor shall notify the County of any inspections or audits conducted by licensing agencies and shall provide all inspection reports, notices of non-compliance, complaints filed with licensing or regulatory authorities, or other correspondence related to Center licensing within 5 days of receipt.
- e. Abide by all reporting mandates in the State of Florida such as the DCF Incident Reporting and Analysis System (IRAS).

3. Center Policy and Planning

The Contractor shall be responsible for the following Center and Policy Planning tasks as follows:

- a. Establish written policies and procedures for the CSU, SRT, L2 treatment and Outpatient Services or programming at the Center, including procedures for intake, detoxification, medication administration, incident reporting, direct client care, transition of services, including discharge and post-discharge after care. Written policies, including revisions, shall be provided to and approved by the County, prior to implementation and comply with state and federal requirements.
- b. Create a written staffing plan for the Center which shall be approved by the County.
- c. Meet monthly with Center Stakeholders and create written facility planning and procedures relating to facility emergency response, visitor access guidelines, reporting, expedited review of service modifications, budgetary reallocation, outreach and communications. All procedures must be approved by the County prior to implementation.
- d. Establish Emergency procedures pursuant to the Emergency Management Plan in Appendix C.

4. Clinical Responsibilities

The Contractor shall manage the following clinical responsibilities:

- a. Provide the following services for clients served at the Center
 - i. 24/7 crisis intervention services, including psychiatric/medical services, assessment, treatment planning, and detoxification services, as needed.
 - ii. Assessment and stabilization for individuals in acute mental health or substance abuse crises or co-occurring issues, including coordination with emergency services, as needed, within 12 hours of admission.
 - iii. 24/7 inpatient/residential care for individuals based on the client's level of care needs, to include both mental health and substance use levels of care.
 - iv. Provide substance use treatment consistent with the Allocation Agreement, Disbursement Plan, and in accordance with the County's Opioid Disbursement Plan, which is incorporated by reference,
 - v. Medication Assisted Treatment (MAT) services, medication management and monitoring, as required based on the client's treatment plan and adhering to state licensing rules and regulations. Medication costs for MAT services shall be borne by Contractor (using non-County funding).
 - vi. Required therapeutic activities based on client's individualized treatment plan and adhering to licensing standards, including but not limited to, individual therapy, group therapy, family therapy, support groups, counseling and education, individual and group substance abuse counseling and relapse prevention programs.
 - vii. Discharge planning, which shall include referral to Outpatient Services.
- b. Operate Intake/Receiving Unit within the Center and provide services including, but not limited to, behavioral health and testing, screenings, intake, risk assessments, adverse trauma screening such as Adverse Childhood Experiences (ACEs) and/or detoxification services.
- c. Review each client's behavioral health and substance use history, including assessment, treatment, arrest history, and other pertinent information provided by MDCR or any other provider. Utilize information to create individualized treatment plans, to the extent applicable.
- d. Implement and lead the Center's multidisciplinary approach to treating clients served at the Center. Conduct multidisciplinary staffing in the units operated by Contractor in collaboration with Center Stakeholders.
- e. Work closely with Center Stakeholders to ensure that comprehensive services are being provided, according to client's individualized needs, such as primary health care services.
- f. Work closely with the Center Stakeholders to develop a facility admission policy, which shall be approved by the County. Contractor will be responsible for adhering to the facility admission policy and working closely with the Advocate Program Inc. or successor entity to refer individuals that do not meet admission criteria to other community programs. Subject to County approval, Contractor may revise the admission policy to expand services and/or capacity or to better conform services to demonstrated client needs.
- g. Prepare an individualized treatment plan for each client being treated at the Center and provide clients with, at a minimum, monthly treatment plan reviews as required by State licensing rules and regulations.

5. Client Records and Data Management

The Contractor shall be responsible for the following client records and data management requirements:

- a. Maintain client records according to federal and state laws, licensing rules and regulations.
- b. Ensure and maintain the confidentiality of client records and protected health information.

6. Patient Safety

The Contractor shall be responsible for establishing and maintaining client safety policies and procedures within six months of licensure in accordance with federal, state, and local laws, accreditation standards, and licensing rules and regulations.

Within six months of licensure, the Contractor shall work with the Center Stakeholders to develop a safety plan for the Center. The plan should detail the Contractor's client safety protocols and how emergency procedures are conducted throughout the provision of services.

7. Quality Assurance

The Contractor shall be responsible for the following quality assurance requirements:

- a. Adherence to quality assurance measures according to accreditation and licensing standards, including Florida Statutes Chapters 394 and 397, and DCF, AHCA, and SAMHSA rules, regulations, and policies.
- b. Review client files to ensure that services are delivered according to policies and procedures established by the Contractor.
- c. Maintain all levels of accreditation and licensing required to perform the work under this Scope of Services.
- d. Participate in inspections conducted by DCF and AHCA, as needed, and address corrective action as required.
- e. The Contractor will collaborate with Center Stakeholders operating from the Center to implement continuous improvement practices. At a minimum, Contractor shall meet on a monthly basis with Center Stakeholders, share data, information, and advice, set goals, and determine action steps Center Stakeholders shall take to improve client outcomes.

8. Reporting

The Contractor shall be responsible for the following reporting requirements:

- a. The Contractor will maintain data consistent with Florida Statewide billing and reporting guidelines and requirements.
- b. Maintain client information consistent with federal and state requirements.
- c. Track and report all incidents and grievances to County and other agencies as may be required under applicable State and federal law, and adhere to the State Incident Reporting and other reporting requirements.
- d. Report on staff turnover and service utilization and submit relevant data to the County on a quarterly basis.
- e. Submit Payment Requests in a timely manner as further described in Appendix D.
- f. Submit to County, on a quarterly basis or upon request from the County, information showing what source of funding has paid for patient services and other costs and services performed at the Center.
- g. Submit to the County on a monthly basis, or upon request from the County, a copy of all services billed for clients, which includes a detailed description of the services rendered and reimbursement/payment received at the Center.
- h. Submit to County, in a format acceptable to and at intervals requested by the County data to satisfy the mandates stipulated in the Allocation Agreement for funding Miami-Dade County recovers in *In Re: National Prescription Opiate Litigation* MDL No. 2804 (N.D. Ohio) or any related matter for its use. Pursuant to this Agreement and consistent with the Allocation Agreement and Disbursement Plan, Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funding during the term of this Agreement and for a period of six (6) years after its ceases to receive Opioid Funding from the County or longer when required by law. In the event an audit is required by the State of Florida or County, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.
- i. Work with Center Stakeholders to provide monthly reports to the County on client trends, to include, demographic information, primary diagnosis, level of care, days in treatment, clients discharged, and type of referrals made after discharged, and aftercare agency, if appropriate.
- j. Provide the County with ad-hoc reports, when requested.

9. Opioid Funding Program Requirements

As a recipient of Opioid Funding the County receives pursuant to the Allocation Agreement and Disbursement Plan, the Contractor shall comply with the following program requirements:

- a. The Contractor shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures and similar regulations relating to the substance abuse and treatment services.
- b. The Contractor shall acknowledge its awareness of its obligations under law within 30 days of execution of this Agreement.
- c. The Contractor shall acknowledge that the County shall audit, supervise, or review the Contractor's performance no less than once per year.
- d. The Contractor shall abide by performance measures to be provided by the County in writing.

- e. The Contractor shall report expenditures, service utilization data, demographic information, and national outcome measures in a similar form as required by 42 U.S.C s.300z and 42 U.S.C s. 300x-21.
- f. The Contractor shall implement evidence-based practice models and participate in fidelity monitoring as described and completed by the originator of the model chosen and report said monitoring to the County.
- g. The Contractor shall permit the County to evaluate the procedures and activities undertaken to comply with the requirements of the Allocation Agreement.
- h. The Contractor shall abide by a monitoring process to be implemented by the County that will demonstrate oversight and corrective action in the case of non-compliance, which shall include (i) oversight of any contractual or grant requirements; (ii) development and utilization of standardized monitoring tools; (iii) providing DCF and the Opioid Taskforce or Council with access to the monitoring reports; and (iv) development and utilization of the monitoring reports to create corrective action plans for the Contractor, where necessary.
- i. The Contractor shall submit to County, in a format acceptable to and at intervals requested by the County, data to satisfy the mandates stipulated in the Allocation Agreement.

10. Innovations and Best Practices

The Contractor shall provide data, information, and advice to a multidisciplinary team headed by The Advocate Program Inc. or successor entity to test, establish, and implement innovative and evidenced based interventions and services.

11. Coordination and Information Sharing

The Contractor shall manage the following coordination and information sharing actions:

- a. The Contractor will effectively collaborate and establish memorandum of understandings with all Center Stakeholders and providers for the purpose of sharing information, to the extent and in a manner permitted by law.
- b. The Contractor will share information pursuant to Collaboration and Data Sharing Plan outlined in Appendix B, to the extent and in a manner permitted by law.
- c. The Contractor will execute business associate agreements with The Advocate Program, Inc or successor entity to ensure compliance with applicable state and federal laws pertaining to sharing protected health information of Center patients.
- d. The Contractor will collaborate with educational institutions to further research and evaluations efforts, to the extent and in a manner permitted by law.
- e. The Contractor will provide information and expertise to Center Stakeholders to create multidisciplinary trainings to improve client outcomes and improve professional development among Center staff.
- f. Provide at its own cost (or using funding set forth in the Budget attached hereto) its own information technology (IT) and telecommunications equipment and infrastructure. Contractor shall abide by the County's requirements regarding the use of the County's IT infrastructure in the Center and shall develop a policy with the County to memorialize the sharing of physical IT infrastructure in the Center.
- g. Contractor will provide information, coordinate and assist the County as may be necessary to further the purposes of the Center and the operation of the service units set forth in this Contract.

12. Client Services

The Contractor shall be responsible for the following client services:

- a. The Contractor must provide stabilization, crisis support emergency services, screenings, for clients that meet criteria for acute care services, and MAT.
- b. The Contractor must provide screening services for clients needing acute and non-acute mental health and/or substance abuse treatment services.
- c. The Contractor must utilize evidence-based screening tool(s), acceptable to the Project Manager to screen all individuals presenting at the Center. Those individuals who meet the clinical criteria for further screening must result in a comprehensive biopsychosocial assessment to be completed at the Center to generate referral and linkage to the appropriate level of care. In the event that a minor is inadvertently brought to the Center, Contractor shall make appropriate accommodations to ensure that the minor is separated and transferred to an appropriate facility.

- d. The Contractor must have a protocol to screen and triage all clients to determine an individual's immediacy of needs and establish a plan for further assessment and treatment. The screening must at a minimum include:
- i. Reason for referral
 - ii. Medical needs
 - iii. Current medications
 - iv. Current substance use, and
 - v. Risk of harm to self and others
 - vi. Appropriate level of care

13. Performance Measures

The Contractor shall be responsible for the following performance measures:

- a. All individuals, 100 percent, who enter into the Center requesting screening (non-acute) services must be screened on the same day.
- b. All individuals, 100 percent, brought in involuntarily by law enforcement under the Baker Act will be triaged and if deemed appropriate admitted for evaluation. Appropriate transfer to another community provider will be secured by the Contractor staff upon evaluation and determination that continued admission is medically required. Transportation to the referral facility will be arranged by the community provider that will provide treatment.
- c. All individuals, 100 percent, determined by the screening process to need Outpatient Services must be linked to an appropriate provider. The Contractor will secure an outpatient appointment within five (5) business days of the date of the initial screening.
- d. A minimum of 85 percent of individuals referred to Outpatient Services will receive a follow-up within seventy-two (72) hours of scheduled appointment to determine linkage.
- e. A minimum of 85 percent of individuals determined not to have successful linkage will receive an alternative referral for Outpatient Services within five (5) business days.

14. Reporting Requirements

The Contractor shall be responsible for the following reporting requirements:

- a. Service Data: Service Data described as a deliverable that is aggregated nonidentifiable client data.
- b. Performance Measure Report: By the 15th of every month following the reporting month for the measures listed above in performance measures.

14. Facilities Access and Management

- a. Access: The Contractor and County shall agree on a written plan for Contractor to operate in assigned space in the building. The County may alter that space allocation from time to time depending on expansion of services, needs of other operators in the Center, and the Contractor's operational needs.
- b. Maintenance/Furniture:
 - i. The County shall be responsible for:
 - a. General maintenance of the Center building and property. General maintenance shall include utilities, pest control, fueling and testing of the emergency generator, fire alarm system and fire suppression system maintenance and monitoring, gate maintenance, grounds maintenance, major systems maintenance (roof, windows, structural elements of the building, electrical systems, plumbing systems, HVAC systems).
 - b. Perimeter security, security at entrances and exits to the Center, and security systems in place for building access, including, but not limited to, card readers, security cameras, and locks.
 - c. Janitorial services in common areas not specifically designated for Contractor's operations.
 - d. Appointing a designated Facility Manager(s) and establishing a system for the Contractor to timely report necessary building repairs. This information shall be provided to Contractor within 30 days of execution of this agreement.
 - ii. Contractor shall be responsible for:
 - a. Maintenance, safety and cleanliness of areas designated for Contractor to operate; counseling and training rooms; gathering areas; staff offices; equipment purchased by Contractor, and other equipment as specifically identified by County.

b. Repair/replacement of furniture used by Contractor or as a part of Contractor operations. Contractor acknowledges that the County has purchased all the furniture for the building, including the spaces in which Contractor will operate. Contractor has reviewed and approved a list of furniture to be purchased by the County prior to its purchase and agrees that the list is satisfactory for Contractor's performance of the services set forth in this Scope of Services. Contractor agrees to replace any items broken or destroyed at Contractor's cost using non-County funds. Any replacement of furniture by Contractor shall be coordinated with the County Project Manager. Contractor further agrees that if the furniture purchased is not adequate, Contractor shall purchase replacement items using non-County funds.

c. Security within the units operated by Contractor, including any security equipment to monitor client rooms. Any recorded and stored security or surveillance footage must be maintained for at least 30 days in accordance with Florida's Public Records Retention Schedule.

APPENDIX B – COLLABORATION AND DATA SHARING PLAN

This Collaboration and Data Sharing Plan (“Plan”) outlines the framework for collaboration and sharing of behavioral health information among providers operating at the Center while ensuring compliance with HIPAA and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and other applicable laws and regulations.

1. Objectives

The objectives of this plan are to:

- a. Facilitate the secure sharing of behavioral health information to improve client care.
- b. Ensure compliance with all applicable privacy regulations.
- c. Establish trust among Contractor and Center Stakeholders and others, as described below, through transparent data sharing practices.

2. Participants-Center Stakeholders and Others that are subject to the Plan are as follows:

- a. Center Stakeholder
- b. Clients and their families
- c. IT and software solutions

3. Legal Considerations

Legal considerations identified for this Plan include but are not limited to:

- a. HIPAA Compliance: All shared information must adhere to the Privacy Rule, ensuring that only necessary information is disclosed and that patient rights are respected.
- b. 42 CFR Part 2 Compliance: Protection of substance use disorder records is paramount. No identifying information related to substance use treatment will be shared without explicit client consent.

4. Data Sharing Agreements

The following provisions for data sharing agreements for this Plan include but are not limited to:

- a. Business Associate Agreements (BAAs): Establish agreements with all entities involved in data sharing to ensure they comply with HIPAA and 42 CFR Part 2.
- b. Data Use Agreements: Specify the purpose of data sharing, permitted uses, and the responsibilities of each party.

5. Data Types and Scope (non-client specific data)

The following provisions for data types for this Plan include but are not limited to:

- a. Diagnosis and treatment information
- b. Demographic information
- c. Diagnosis data
- d. Assessment results
- e. Discharge outcomes
- f. Community Referrals, if linkage is appropriate.

Scope of Data Sharing: Limit shared data to the minimum necessary information to achieve the purpose of treatment or coordination of care. Data shared under agreements drafted pursuant to this Appendix B - Collaboration and Data Sharing Plan will be extracted from Contractor’s system and shared in an appropriate format, mutually agreed upon by the Parties hereto.

6. Patient Consent

The following provisions for patient consent for this Plan include but are not limited to:

- a. The information being shared
- b. The purpose of sharing
- c. The parties involved in sharing
- d. The parties that will have access to the information
- e. The right to revoke consent at any time

7. Security Measures

The following provisions for security measures for this Plan include but are not limited to:

- a. Data Encryption: Use encryption for data in transit and for data at rest to protect sensitive information.
- b. Access Controls: Implement role-based access controls to ensure that only authorized personnel can access behavioral health data.
- c. Audit Trails: Maintain logs of data access and sharing activities to monitor compliance and identify any unauthorized access.

8. Training and Awareness

The following provisions for training and awareness for this Plan include but are not limited to:

- a. Develop an employee training plan that adheres to applicable requirements of chapter 394 and 397, Florida Statutes.
- b. Contribute to the Center's employee training plan.

9. Monitoring and Evaluation

The following provisions for monitoring and evaluation for this Plan include but are not limited to:

- a. On an as or when needed basis, the Contractor
- b. shall review and assess data sharing practices to ensure compliance with legal requirements, the plan's requirements, and to identify areas for improvement. This review will automatically be triggered if an issue with data sharing arises during the term of the Agreement.

10. Incident Response Plan

The following provisions for incident response for this Plan include but are not limited to:

- a. Develop a response plan for data breaches or unauthorized disclosures, including:
 - i. Immediate containment measures
 - ii. Notification procedures for affected individuals, as required by applicable state and federal laws
 - iii. Reporting to regulatory authorities, as required by applicable state and federal laws

This collaboration and data sharing Plan serves as a guide for the secure and compliant exchange of behavioral health information. By adhering to HIPAA and 42 CFR guidelines, the Parties aim to enhance patient care while safeguarding the privacy and confidentiality of sensitive health information. Regular review and adaptation of the Plan will be necessary to address evolving regulations and technological advancements.

APPENDIX C – EMERGENCY MANAGEMENT PLAN

The Contractor shall work closely with Center Stakeholders to create an emergency management plan for the Center which will have careful consideration of the unique needs of the population served, regulatory compliance, and safety protocols. Below is a comprehensive framework for the plan that aligns with Occupational Safety and Health Administration (OSHA) and Joint Commission standards. Such plan shall be marked “CONFIDENTIAL pursuant to section 119.071(3), Florida Statutes”, and treated accordingly.

1. PURPOSE AND SCOPE.

The purpose of the Emergency Management Plan is to:

- a. ensure the safety of clients, staff, and visitors during emergencies.
- b. provide a structured response to various emergencies including natural disasters, violence, medical emergencies, and facility-related incidents.
- c. comply with OSHA regulations and Joint Commission standards.

2. Hazard Vulnerability Assessment

The Contractor shall conduct a thorough assessment to identify potential hazards including:

- a. Natural disasters (e.g., hurricanes, floods)
- b. Fire hazards
- c. Workplace violence
- d. Medical emergencies (e.g., overdose, severe psychiatric episodes)
- e. Infectious disease outbreaks

The information from this assessment shall be incorporated into the Emergency Management Plan.

3. Emergency Response Team (ERT)

The Contractor shall establish an Emergency Response Team consisting of at least one representative from the categories identified below:

- a. Clinical staff (psychiatrists, nurses, social workers)
- b. Administrative personnel
- c. Security personnel
- d. Ancillary Provider representative
- e. Facilities management
- f. Define roles and responsibilities for each member.

4. Training and Drills

The Contractor shall work closely with the Advocate Program Inc. or successor entity to conduct regular training sessions for all staff on emergency protocols, including:

- a. Evacuation procedures
- b. Crisis intervention techniques
- c. Use of emergency equipment (e.g., fire extinguishers, first aid kits)
- d. Schedule annual emergency drills to practice response to various scenarios.

5. Communication Plan

The Contractor shall establish communication plan that includes a written protocol that documents incident reports in electronic form.

The Contractor shall develop a clear communication strategy to disseminate information during emergencies and:

- a. Use multiple channels (e.g., PA system, text alerts, email) to reach staff and clients.
- b. Designate a representative from the organization to work as the liaison to the County’s Community Services Department (CSD) Public Information Officer (PIO). All media requests must be forwarded to the

CSD PIO, Chief of Public Safety, and the Mayor's Communications team as expeditiously as possible, but no later than 24 hours after the request is received. Contact information for all will be provided to Contractor. Approval must be received from the Mayor's Communications team before contact is made with the media. Timely notice of all media inquiries must be made to allow the County sufficient time to review and approve any media contact regarding the Center.

- c. Ensure all behavioral health staff are trained on the communication protocols.
- d. As a provision of Incident Reporting, the County Project Manager must be notified in writing of any critical incidents within 24 hours of the incident occurrence. Critical incidents involving clients include (i) serious injury to self or others; (i) violent acts; (ii) elopement from the program (iv) threats of harm to self or others. The Contractor must also notify the County Project Manager within 24 hours of any (i) condition that could lead to serious bodily harm, such as a dangerous condition on the property; (ii) incident involving a call to police or fire rescue, regardless of the outcome; (iii) deficiency in the fire safety system or other security systems; (iv) incident involving bodily harm that does not rise to the level of being a critical incident as described above; (v) criminal charge involving Contractor staff, with updates as to outcomes. This list of incidents is not exhaustive.

6. Evacuation Procedures

The Contractor shall establish an evacuation plan that will:

- a. Identify clear evacuation routes and assembly points that consider the needs of patients with mobility issues.
- b. Develop a plan for accounting for all clients and staff post-evacuation.
- c. Create a "buddy system" for clients requiring assistance.

7. Behavioral Health Crisis Protocols

The Contractor shall implement specific protocols for managing behavioral health crises, including:

- a. De-escalation techniques and interventions.
- b. Safe transport procedures for clients in crisis.
- c. Collaboration with local law enforcement, when necessary.

8. Medical Emergency Response

The Contractor shall provide the following in response to medical emergencies:

- a. Equip the facility with necessary medical supplies and first aid kits.
- b. Train staff on CPR, AED usage, and basic first aid.
- c. Establish protocols for calling emergency medical services.

9. Post-Incident Review

The Contractor shall provide the following as components of a post incident review:

- a. Conduct a debriefing after any emergency incident to evaluate the response.
- b. Document lessons learned and update the emergency management plan as necessary.
- c. Provide psychological support for staff and clients following traumatic incidents.

10. Compliance and Review

The Contractor will work closely with the Advocate Program Inc. or successor entity to create an emergency preparedness committee that will meet quarterly to review and amend the emergency preparedness plan, as needed. At a minimum, the committee will have representatives from Miami Dade County, including a representative from each of the Center Stakeholders. The Contractor will regularly review and update the emergency management plan to ensure compliance with OSHA and The Joint Commission standards. The Contractor will maintain documentation of training, drills, and incidents for regulatory review.

This emergency management plan will be designed to create a safe environment for clients and staff at the Center. By following OSHA and The Joint Commission standards, the Center can effectively prepare for, respond to, and recover from emergencies while prioritizing the well-being of all individuals involved. Regular training and updates will ensure ongoing compliance and emergency management preparedness.

APPENDIX D—PRICING AND PAYMENT

The County agrees to pay the Contractor the Annual Contract Amount not to exceed \$9,179,768 (\$8,627,318 in operating costs and \$552,450 in equipment costs) in year one and not to exceed \$8,886,137 in year two, and, in year three, \$9,152,722. The amount payable for all renewal periods, as applicable, shall not exceed the amount payable in the prior year increased by an inflation factor of 3.5 percent. Payment is subject to available funding and subject to the budget and appropriation on an annual basis by the Miami-Dade Board of County Commissioners, for services rendered under this Contract based on the payment schedule and the attached Budget in Appendix E; timely provision by the Contractor of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line-item budget (Appendix E). Contractor shall seek Medicaid reimbursement for all Medicaid eligible expenses, and the amount reimbursed shall either be deducted from the County payment to Contractor or upon written consent of County may be used by Contractor to serve additional clients. Payment shall be made in accordance with the procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

A. Cost Reimbursement -- How payment will be made.

(1) Upon execution of the Contract, the County, at its sole discretion, may allow Contractor to request up to twenty-five percent (25%) of the Annual Contract Amount once the Contractor has submitted an appropriate request and submitted an invoice in the form required by the County. This advance shall be substantiated by the Contractor with invoices, payroll, and other supporting documentation during the remainder of the same fiscal year. The Contractor shall spend the advance prior to submitting monthly invoices for additional funds. Thereafter, the Contractor may invoice the County for reimbursement on a monthly contractual basis. Reimbursement will be made for actual expenses incurred during the applicable Contract Year. Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the County, shall deem the Contractor in non-compliance with this covenant and, at the option of the County, the Contractor will forfeit its claim to any reimbursements for that specific month's reimbursement request or the County may invoke the termination provision in the ensuing contract by giving five (5) days written notice of such action to be taken. The Contractor must have sufficient financial resources to meet the expenses incurred during the period between the purchase of services and payment by the County. It is anticipated that the County will pay for services rendered within twenty-one (21) calendar days of receipt of invoices, deemed correct and acceptable by the County. Payment requests shall be made to the County on a monthly basis and shall be signed by the Chief Executive Officer and/or the Chief Financial Officer of the Contractor, unless otherwise approved in writing, on the form incorporated herein as Attachment A. The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.

(2) Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.

(3) Within thirty (30) days of the termination or expiration of each Contract term (first contract term to be the 36th month contract term), a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Contractor has been paid funds not in compliance with the Contract, and to which it is not entitled, the Contractor shall be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Contractor is entitled to such funds and the County's decision in this matter shall be final and binding.

C. Match Funding Required/Cost Increases.

The Contractor may, in its sole discretion and subject to the terms of this Agreement, develop sufficient cash revenues through fundraising efforts, grant partnerships, and other innovative strategies to offset operating costs and to increase capacity for program development and service delivery. The Contractor may obtain financing from non-County sources to cover program costs above the County financial contribution set forth in the Budget, Appendix E. This Contractor match may consist of grants, state funding allocations or other non-County funding sources. The match may be a combination of cash and in-kind goods and services. Cost increases shall be paid by Contractor using non-County funds as set forth in the Budget, Appendix E, which caps the County's financial contribution. In the event of a budgetary shortfall, with the prior, written approval of the County, Contractor may reduce services on a pro rata basis and may revise the schedule of payments or the line-item budget accordingly; provided, however, that so long as the County pays or has the funds appropriated and available to pay the Annual Contract Amount for the applicable Contract Year, Contractor shall provide the Phase 1 services.

D. Monies Owed to the County.

The County reserves the right, in its absolute and sole discretion, to reduce payments to the Contractor in order to recapture any monies owed to the County under this Contract or any other contract between the County and Contractor or any individual, corporation, firm, partnership, joint venture or other business entity in which Contractor or its principals have a Controlling Financial Interest. In accordance with County Administrative Order No. 3-29, the Contractor or individual, corporation, firm, partnership, joint venture or other business entity in which Contractor or its principals has a Controlling Financial Interest, that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan. Contractor shall submit to the Contract Manager, the Monthly Summary of Expenditures Report on the form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

E. No Payment of Subcontractors.

In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Contractor following requirements and limitations as detailed in Article 18 of this Contract.

F. Processing the Request for Payment.

After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Contractor at the address listed in Article 6 of this Contract, unless otherwise directed by the Contractor in writing. The Parties agree that the processing of a payment request from date of submission by the Contractor shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94- 40), Section 2-8.1.4 of the Code; Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Contractor to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

G. Reporting Requirements.

Failure to submit to the County the Monthly Summary of Expenditures Report and the Monthly Performance Report (Attachment A) on forms provided by the County in a manner deemed correct and acceptable by the County by the 25th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

H. Final Reports/Recapture of Funds.

Upon the expiration or termination of the Contract term (the contract term to be the 36-month contract term), the Contractor shall submit the final performance and expenditure reports to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Contractor has been paid funds not in accordance with the Contract, and to which it is not entitled, the Contractor shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Contractor is entitled, or the Contractor may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Contractor is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

I. Budget Summary.

The Contractor agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached hereto and incorporated herein as Appendix E.

The Parties agree that the Contractor may, with the County's prior written approval, revise the schedule of payments or the line-item budget, and such revision shall not require an amendment to this Contract.

Additionally, the Contractor agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Contractor or any firm, corporation, partnership or joint venture in which the Contractor has a Controlling Financial Interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

I. ATTACHMENTS.

The following attachments are part of this Scope of Services:

Attachment

- A Instructions for Detailed Submittal of Invoices
- A-1 Acknowledgement of Checklist Requirements for Submittal of Invoices
- A-2 A-2 Contractor Invoice Checklist

Attachment A
Instructions for Detailed Submittal of Invoice/Expense Reports

The Contractor shall for each reimbursement request and to justify all expenses paid with the Advance of funds comply with the following:

- A. Each invoice must provide an explanation of the service(s) provided warranting payment. Specifically, for actual services rendered, each invoice shall break down project, task, time expended, employee name, and job level as it relates to the Agreement for which efforts are covered.
- B. The payment request must be accompanied by supporting documentation sufficient to show proof of purchase or service rendered and proof of payment by Contractor, with such proof to include, but not be limited to, the following, as applicable:
1. Proof of payment (invoice, bank statement)
 2. Proof of service rendered or good purchased (received invoices, receipts)
 3. Collateral memoranda;
 4. Reports provided to the County;
 5. Photos of goods received;
 6. Other evidence of the service performed or good purchased.
- C. Signed Invoice Checklist per Attachment A-2

Attachment A-1

Acknowledgement of Requirements for Submittal of Invoices

- 1) All charges listed on invoice must have been incurred within the period of performance of the applicable Contract Year.
- 2) All charges listed on invoice are within the amount payable in the Scope of Services and all applicable supporting documentation is attached.
- 3) A signed Company Invoice Checklist (Attachment A-2) is submitted with each invoice.
- 4) Work product and related documents must be included, as described in the Scope of Services.

CERTIFICATION and ACKNOWLEDGMENT

"Contractor hereby acknowledges that it has read and understands this "Checklist for Submission of Invoices", and Contractor understands that failure to comply with these instructions may cause delay in the payment of my invoices and that the County, at its sole discretion, shall not pay charges that are not supported by the required documentation."

CONTRACTOR:

Signature:	Date:
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**Attachment A-2
Contractor Invoice Checklist
(sign and include with all invoice submissions)**

Company Name: _____ **Invoice Number:** _____

YES	NO	N/A	ITEMS
			Is the Invoice within Contract Term per the Scope of Services (SOS)?
			Will the sum of aggregate charges, including this invoice, against the applicable SOS fall below the annual contract amount in the SOS?
			Is the Contractor's work product, as defined by the SOS, and related documents attached such as receipts, invoices, cashed checks, bank statements, etc. included with supporting documentation?
			Does the invoice include sufficient itemized detail as to the work performed and the nature of the actual service?
			Has the Company received confirmation from the County that the contracted task(s) were completed to the County's satisfaction and within the terms of the SOS?

Additional Comments:

Appendix E

Village South, Inc. CSU/Detox 10 Beds

		Annual Salary	% Time	Year 1 BUDGET	Year 2 BUDGET	Year 3 BUDGET
PERSONNEL:						
Clinical Director	1 FTE @ 5% of annual salary \$140,000	\$ 140,000	5%	\$ 7,000	\$ 7,210	\$ 7,426
Operations Director	1 FTE @ 5% of annual salary \$140,000	\$ 140,000	5%	\$ 7,000	\$ 7,210	\$ 7,426
Area Director	1 FTE @ 10% of annual salary \$130,000	\$ 130,000	10%	\$ 13,000	\$ 13,390	\$ 13,792
Medical Director	1 FTE @ 15% of annual salary \$350,000	\$ 350,000	15%	\$ 52,500	\$ 54,075	\$ 55,697
Center Director	1 FTE @ 50% of annual salary \$135,000	\$ 135,000	50%	\$ 67,500	\$ 69,525	\$ 71,611
Visitor/Reception Specialist	1 FTE @ 50% of annual salary \$50,000	\$ 50,000	50%	\$ 25,000	\$ 25,750	\$ 26,523
Psychiatrist	1 FTE @ 50% of annual salary \$325,000	\$ 325,000	50%	\$ 162,500	\$ 167,375	\$ 172,396
Lead Registered Nurse	1 FTE @ 100% of annual salary \$80,000	\$ 80,000	100%	\$ 80,000	\$ 82,400	\$ 84,872
Registered Nurse	4 FTE @ 100% of annual salary \$70,000	\$ 70,000	100%	\$ 280,000	\$ 288,400	\$ 297,052
LPN	1 FTE @ 100% of annual salary \$65,000	\$ 65,000	100%	\$ 65,000	\$ 66,950	\$ 68,959
Licensed Clinician	1 FTE @ 100% of annual salary \$75,000	\$ 75,000	100%	\$ 75,000	\$ 77,250	\$ 79,568
Discharge Planner	1 FTE @ 100% of annual salary - \$55,000	\$ 55,000	100%	\$ 55,000	\$ 56,650	\$ 58,350
Administrative Assistant	1 FTE @ 100% of annual salary - \$45,000	\$ 45,000	100%	\$ 45,000	\$ 46,350	\$ 47,741
IT Tech Support	1 FTE @ 50% of annual salary - \$60,000	\$ 60,000	50%	\$ 30,000	\$ 30,900	\$ 31,827
Housekeeper	1 FTE @ 100% of annual salary - \$36,000	\$ 36,000	100%	\$ 36,000	\$ 37,080	\$ 38,192
Behavioral Health Tech	9 FTE @ 100% of annual salary \$45,000	\$ 45,000	100%	\$ 379,582	\$ 417,150	\$ 429,865
Emergency Screener/Admission	2 FTE @ 100% of annual salary \$60,000	\$ 60,000	100%	\$ 120,000	\$ 123,600	\$ 127,308
Peer	1 FTE @ 100% of annual salary \$45,000	\$ 45,000	100%	\$ 45,000	\$ 46,350	\$ 47,741
Food Service Specialist	1 FTE @ 100% of annual salary \$38,000	\$ 38,000	100%	\$ 38,000	\$ 39,140	\$ 40,314
TOTAL PERSONNEL:				\$ 1,583,082	\$ 1,656,755	\$ 1,706,458
FRINGE BENEFITS:	0.218 of Total FTE Personnel		22%	\$ 345,112	\$ 361,173	\$ 372,008
TOTAL PERSONNEL & FRINGE:				\$ 1,928,194	\$ 2,017,928	\$ 2,078,465
SUPPLIES:						
Office Supplies/Consumables	\$300/month	300	12	\$ 3,600	\$ 3,708	\$ 3,819
Household Supplies	\$2000/month	2,000	12	\$ 24,000	\$ 24,720	\$ 25,462
Program Supplies	\$2000/month	2,000	12	\$ 24,000	\$ 24,720	\$ 25,462
Medical Supplies	\$2000/month	2,000	12	\$ 24,000	\$ 24,720	\$ 25,462
Client Medication	\$10000/month	10,000	12	\$ 120,000	\$ 123,600	\$ 127,308
Urinalysis Tests	\$7/test x 4 per week x 10 beds x 52 weeks	7.00	2080	\$ 14,560	\$ 14,997	\$ 15,447
Office Furniture & Equipment	\$1600/Laptops, Monitors, Docking Stations - Year 1	1,600	15	\$ 24,000		
Office Furniture & Equipment	\$400/Nurse Station Displays/Monitors - Year 1	400	12	\$ 4,800		
Office Furniture & Equipment	\$2000/Dayroom TVs - Year 1	2,000	2	\$ 4,000		
Office Furniture & Equipment	\$4950/Commercial Washer & Dryer - Year 1	4,950	4	\$ 19,800		
Office Furniture & Equipment	\$3000/Break Room Appliances - Year 1	3,000	3	\$ 9,000		
Office Furniture & Equipment	\$11000/Dining Equipment(Juice&Milk, warmers etc)- Year 1	11,000	2	\$ 22,000		
Office Furniture & Equipment	\$2500/Food Service Carts - Year 1	2,500	3	\$ 7,500		
Office Furniture & Equipment	\$400/Storage Shelf/Racks - Year 1	400	24	\$ 9,600		
Office Furniture & Equipment	\$5000/Vending Machines - Year 1	5,000	2	\$ 10,000		
Office Furniture & Equipment	\$20000/Networking and Firewalls- Year 1	20,000	1	\$ 20,000		
Office Furniture & Equipment	\$900/Server Battery Backups- Year 1	900	4	\$ 3,600		
Office Furniture & Equipment	\$500/Access Points/WiFi- Year 1	500	8	\$ 4,000		
Office Furniture & Equipment	\$10000/Storage Safe- Year 1	10,000	4	\$ 40,000		
Office Furniture & Equipment	\$3000/Pharmacy Equipment- Year 1	3,000	2	\$ 6,000		
Office Furniture & Equipment	\$1200/Security Cameras- Year 1	1,200	50	\$ 60,000		
TOTAL SUPPLIES:				\$ 454,460	\$ 216,465	\$ 222,959
OTHER:						
Security Camera Installation	\$350/per camera (25) Year 1 only cost	350	25	\$ 8,750		
Security Services	\$35/per hour for 1 guards 24 hours per day	35	8760	\$ 306,600	\$ 315,798	\$ 325,272
Security Camera DVR	\$800/per year per DVR (2)	800	2	\$ 1,600	\$ 1,648	\$ 1,697
Communications: iPhones	\$55/month including text & hotspot for (10 staff)	55	120	\$ 6,600	\$ 6,798	\$ 7,002
Cable	\$250/month	250	12	\$ 3,000	\$ 3,090	\$ 3,183
Ricoh Copiers/Printer/Scanner	\$600/month for (2) copiers	600	24	\$ 14,400	\$ 14,832	\$ 15,277
Telephone Services	\$1500/month	1,500	12	\$ 18,000	\$ 18,540	\$ 19,096
Stericycle Services	\$400/month for bio hazard waste	400	12	\$ 4,800	\$ 4,944	\$ 5,092
Client Labs	\$3500/month	3,500	12	\$ 42,000	\$ 43,260	\$ 44,558
Insurance	\$5000/month	5,000	12	\$ 60,000	\$ 61,800	\$ 63,654
Food	\$5000 Monthly	5,000	12	\$ 60,000	\$ 61,800	\$ 63,654
Medication Assisted Treatment Services	\$150000/Annual	150,000	1	\$ 150,000	\$ 154,500	\$ 159,135
Outpatient Services	\$166667/Annual	166,667	1	\$ 166,667	\$ 171,667	\$ 176,817
Mobile Response Team Services	\$366667/Annual	366,667	1	\$ 366,667	\$ 377,667	\$ 388,997
TOTAL OTHER				\$ 1,209,084	\$ 1,236,344	\$ 1,273,434
CONTRACTUAL:						
Psychiatrist/ARNP	\$109200 annually (\$210/10hour/week x 52 weeks)	109,200	100%	\$ 109,200	\$ 112,476	\$ 115,850
Pharmacist	\$31200 annually (\$150/4hour/week x 52 weeks)	31,200	100%	\$ 31,200	\$ 32,136	\$ 33,100
IT Solution/ Stablify	\$20000 annually	20,000	100%	\$ 20,000	\$ 20,600	\$ 21,218
TOTAL CONTRACTUAL:				\$ 160,400	\$ 165,212	\$ 170,168
TOTAL EXPENSES				\$ 3,752,138	\$ 3,635,948	\$ 3,745,027
INDIRECT:						
24% Federally Approved Indirect Cost Rate			10%	\$ 375,214	\$ 363,595	\$ 374,503
TOTAL PROGRAM COST				\$ 4,127,351	\$ 3,999,543	\$ 4,119,529

Total MDC Contributions Year 1 Including Equipment						
\$	9,179,768	Total CSU/Detox 3 Year County Contribution	County Contribution	\$ 3,131,384	\$ 3,225,326	\$ 3,322,086
			County Contribution Year One Only	\$ 244,300		
\$	8,886,138		State Contribution	\$ 751,667	\$ 774,217	\$ 797,444
			Total Program Costs	\$ 4,127,351	\$ 3,999,543	\$ 4,119,530
\$	9,152,722					

Appendix E

Village South, Inc. SRT 20 Beds

				Year 1	Year 2	Year 3
				BUDGET	BUDGET	BUDGET
PERSONNEL:						
Clinical Director	1 FTE @ 5% of annual salary \$140,000	\$ 140,000	5%	\$ 7,000	\$ 7,210	\$ 7,426
Operations Director	1 FTE @ 5% of annual salary \$140,000	\$ 140,000	5%	\$ 7,000	\$ 7,210	\$ 7,426
Area Director	1 FTE @ 10% of annual salary \$130,000	\$ 130,000	10%	\$ 13,000	\$ 13,390	\$ 13,792
Medical Director	1 FTE @ 15% of annual salary \$350,000	\$ 350,000	15%	\$ 52,500	\$ 54,075	\$ 55,697
Center Director	1 FTE @ 50% of annual salary \$135,000	\$ 135,000	50%	\$ 67,500	\$ 69,525	\$ 71,611
Program Coordinator	1 FTE @ 100% of annual salary \$85,000	\$ 85,000	100%	\$ 85,000	\$ 87,550	\$ 90,177
Visitor Reception Manager	1 FTE @ 50% of annual salary \$50,000	\$ 50,000	50%	\$ 25,000	\$ 25,750	\$ 26,523
Psychiatrist	1 FTE @ 50% of annual salary \$325,000	\$ 325,000	50%	\$ 162,500	\$ 167,375	\$ 172,396
Lead Registered Nurse	1 FTE @ 100% of annual salary \$80,000	\$ 80,000	100%	\$ 80,000	\$ 82,400	\$ 84,872
Registered Nurse	3 FTE @ 100% of annual salary \$70,000	\$ 70,000	100%	\$ 210,000	\$ 216,300	\$ 222,789
LPN	1 FTE @ 100% of annual salary \$65,000	\$ 65,000	100%	\$ 65,000	\$ 66,950	\$ 68,959
Licensed Clinician	1 FTE @ 100% of annual salary \$70,000	\$ 70,000	100%	\$ 70,000	\$ 72,100	\$ 74,263
Program Assistant	1 FTE @ 100% of annual salary - \$41,600	\$ 41,600	100%	\$ 41,600	\$ 42,848	\$ 44,133
IT Tech Support	1 FTE @ 50% of annual salary - \$60,000	\$ 60,000	50%	\$ 30,000	\$ 30,900	\$ 31,827
Housekeeper	1.5 FTE @ 100% of annual salary - \$36,000	\$ 36,000	100%	\$ 54,000	\$ 55,620	\$ 57,289
Behavioral Health Tech	10 FTE @ 100% of annual salary \$45,000	\$ 45,000	100%	\$ 450,000	\$ 463,500	\$ 477,405
Case Manager	1.5 FTE @ 100% of annual salary \$50,000	\$ 50,000	100%	\$ 50,000	\$ 70,000	\$ 72,100
Peer	1 FTE @ 100% of annual salary \$45,000	\$ 45,000	100%	\$ 45,000	\$ 46,350	\$ 47,741
Food Service Specialist	2 FTE @ 100% of annual salary \$36,122	\$ 36,122	100%	\$ 72,243	\$ 74,410	\$ 76,643
TOTAL PERSONNEL:				\$ 1,587,343	\$ 1,653,463	\$ 1,703,067
FRINGE BENEFITS:	0.218 of Total FTE Personnel		22%	\$ 346,041	\$ 360,455	\$ 371,269
TOTAL PERSONNEL & FRINGE:				\$ 1,933,384	\$ 2,013,918	\$ 2,074,336
SUPPLIES:						
Household Supplies	\$1500/month	1,500	12	\$ 18,000	\$ 18,540	\$ 19,096
Program Supplies	\$1500/month	1,500	12	\$ 18,000	\$ 18,540	\$ 19,096
Medical Supplies	\$1600/month	1,600	12	\$ 19,200	\$ 19,776	\$ 20,369
Client Medication	\$31000/month	31,000	12	\$ 372,000	\$ 383,160	\$ 394,655
Urinalysis Tests	\$7/test x 10 per week x 52 weeks	7,000	520	\$ 3,640	\$ 3,749	\$ 3,862
Office Furniture & Equipment	\$1600/Laptops, Monitors, Docking Stations - Year 1	1,600	14	\$ 22,400		
Office Furniture & Equipment	\$400/Nurse Station Displays - Year 1	400	12	\$ 4,800		
Office Furniture & Equipment	\$2000/Dayroom TVs - Year 1	2,000	2	\$ 4,000		
Office Furniture & Equipment	\$4950/Commercial Washer & Dryer - Year 1	4,950	2	\$ 9,900		
Office Furniture & Equipment	\$3000/Break Room Appliances - Year 1	3,000	1	\$ 3,000		
Office Furniture & Equipment	\$11000/Dining Equipment(Juice&Milk, warmers etc)- Year 1	11,000	1	\$ 11,000		
Office Furniture & Equipment	\$2500/Food Service Carts - Year 1	2,500	2	\$ 5,000		
Office Furniture & Equipment	\$400/Storage Shelf/Racks - Year 1	400	24	\$ 9,600		
Office Furniture & Equipment	\$6000/Vending Machines - Year 1	6,000	2	\$ 12,000		
Office Furniture & Equipment	\$20000/Server and Firewalls- Year 1	20,000	1	\$ 20,000		
Office Furniture & Equipment	\$900/Server Batter Backups- Year 1	900	3	\$ 2,700		
Office Furniture & Equipment	\$500/Access Points/WIFI- Year 1	500	4	\$ 2,000		
Office Furniture & Equipment	\$10000/Storage Safe- Year 1	10,000	2	\$ 20,000		
Office Furniture & Equipment	\$3000/Pharmacy Equipment- Year 1	3,000	2	\$ 6,000		
TOTAL SUPPLIES:				\$ 563,240	\$ 443,765	\$ 457,078
OTHER:						
Security Camera Installation	\$350/per camera (25) Year 1 only cost	350	25	\$ 8,750		
Security Camera DVRs	\$800/per year per DVR (1)	800	1	\$ 800	\$ 824	\$ 849
Communications: iPhones	\$55/month including text & hotspot for (8 staff)	55	96	\$ 5,280	\$ 5,438	\$ 5,602
Cable	\$250/month	250	12	\$ 3,000	\$ 3,090	\$ 3,183
Ricoh Copiers/Printer/Scanner	\$600/month for (1) copiers	600	12	\$ 7,200	\$ 7,416	\$ 7,638
Telephone Services	\$1500/month	1,500	12	\$ 18,000	\$ 18,540	\$ 19,096
Stericycle Services	\$175/month for bio hazard waste	175	12	\$ 2,100	\$ 2,163	\$ 2,228
Client Labs	\$1000/month	1,000	12	\$ 12,000	\$ 12,360	\$ 12,731
Insurance	\$5000/month	5,000	12	\$ 35,500	\$ 36,565	\$ 37,662
Food	\$4400 Monthly	4,400	12	\$ 52,800	\$ 54,384	\$ 56,016
Medication Assisted Treatment Services	\$150000/Annual	150,000	1	\$ 150,000	\$ 154,500	\$ 159,135
Outpatient Services	\$166667/Annual	166,667	1	\$ 166,667	\$ 171,667	\$ 176,817
Mobile Response Team Services	\$366667/Annual	366,667	1	\$ 366,667	\$ 377,667	\$ 388,997
TOTAL OTHER				\$ 828,764	\$ 844,614	\$ 869,953
CONTRACTUAL:						
Psychiatrist/ARNP	\$109200 annually (\$210/10hour/week x 52 weeks)	109,200	100%	\$ 109,200	\$ 112,476	\$ 115,850
QA/QI	\$95000 annually	95,000	50%	\$ 47,500	\$ 48,925	\$ 50,393
IT Solution/ Stabilify	\$40000 annually	40,000	100%	\$ 40,000	\$ 41,200	\$ 42,436
TOTAL CONTRACTUAL:				\$ 196,700	\$ 202,601	\$ 208,679
TOTAL EXPENSES				\$ 3,522,088	\$ 3,504,899	\$ 3,610,046
INDIRECT:						
24% Federally Approved Indirect Cost Rate			10%	\$ 352,209	\$ 350,182	\$ 360,688
TOTAL PROGRAM COST				\$ 3,874,297	\$ 3,855,081	\$ 3,970,733

Total SRT 3 Year County Contributon		County Contribution	\$ 1,606,937	\$ 1,655,145	\$ 1,704,799
\$ 4,966,881	County Contribution Year One Only	\$	131,500		
	State Contribution	\$	2,135,860	\$ 2,199,936	\$ 2,265,934
	Total Program Costs	\$	3,874,297	\$ 3,855,081	\$ 3,970,733

Appendix E

Village South, Inc. Residential Level II 45 Beds

					Year 1	Year 2	Year 3	
			Annual Salary	% Time	BUDGET	BUDGET	BUDGET	
PERSONNEL:								
Clinical Director	1 FTE @ 5% of annual salary \$140,000	\$	140,000	5%	\$ 7,000	\$ 7,210	\$ 7,426	
Operations Director	1 FTE @ 5% of annual salary \$140,000	\$	140,000	5%	\$ 7,000	\$ 7,210	\$ 7,426	
Area Director	1 FTE @ 10% of annual salary \$130,000	\$	130,000	10%	\$ 13,000	\$ 13,390	\$ 13,792	
ARNP	1 FTE @ 100% of annual salary \$140,000	\$	140,000	100%	\$ 140,000	\$ 144,200	\$ 148,526	
LPN	1 FTE @ 100% of annual salary \$62,000	\$	62,000	100%	\$ 62,000	\$ 63,860	\$ 65,776	
Residential Director	1 FTE @ 100% of annual salary \$90,000	\$	90,000	100%	\$ 90,000	\$ 92,700	\$ 95,481	
Residential Coordinator	1 FTE @ 100% of annual salary \$70,000	\$	70,000	100%	\$ 70,000	\$ 72,100	\$ 74,263	
Admission Coordinator	1 FTE @ 100% of annual salary - \$62,500	\$	62,500	100%	\$ 62,500	\$ 64,375	\$ 66,306	
Recreational Therapist	1 FTE @ 100% of annual salary - \$60,000	\$	60,000	100%	\$ 60,000	\$ 61,800	\$ 63,654	
Court Liason	1 FTE @ 100% of annual salary - \$50,000	\$	50,000	100%	\$ 50,000	\$ 51,500	\$ 53,045	
Vocational Coordinator	1 FTE @ 100% of annual salary - \$50,000	\$	50,000	100%	\$ 50,000	\$ 51,500	\$ 53,045	
Housekeeper	1 FTE @ 100% of annual salary - \$37,440	\$	37,440	100%	\$ 37,440	\$ 38,563	\$ 39,720	
Behavioral Health Tech	15 FTE @ 100% of annual salary \$40,000	\$	40,000	100%	\$ 600,000	\$ 618,000	\$ 636,540	
Therapist	3 FTE @ 100% of annual salary \$60,000	\$	60,000	100%	\$ 180,000	\$ 185,400	\$ 190,962	
Care Coordinator	3 FTE @ 100% of annual salary \$45,000	\$	45,000	100%	\$ 135,000	\$ 139,050	\$ 143,222	
Peer	3 FTE @ 100% of annual salary \$40,000	\$	40,000	100%	\$ 120,000	\$ 123,600	\$ 127,308	
Food Service Specialist	3.5 FTE @ 100% of annual salary \$34,432	\$	34,432	100%	\$ 103,295	\$ 105,511	\$ 107,727	
TOTAL PERSONNEL:					\$	1,787,235	\$ 1,854,969	\$ 1,910,618
FRINGE BENEFITS:			0.218 of Total FTE Personnel	22%	\$ 389,617	\$ 404,383	\$ 416,515	
TOTAL PERSONNEL & FRINGE:					\$	2,176,852	\$ 2,259,352	\$ 2,327,133
EQUIPMENT:								
12 Passenger Van	\$10800/per year for (2 lease vehicles)	\$	10,800.00	2	\$ 21,600	\$ 22,248	\$ 22,915	
TOTAL TRAVEL:					\$	21,600	\$ 22,248	\$ 22,915
SUPPLIES:								
Office Supplies/Consumables	\$200/month		200	12	\$ 2,400	\$ 2,472	\$ 2,546	
Household Supplies	\$4000/month		4,000	12	\$ 48,000	\$ 49,440	\$ 50,923	
Program Supplies	\$4000/month		4,000	12	\$ 48,000	\$ 49,440	\$ 50,923	
Medical Supplies	\$2000/month		2,000	12	\$ 24,000	\$ 24,720	\$ 25,462	
Client Medication	\$26000/month		26,000	12	\$ 312,000	\$ 321,360	\$ 331,001	
Urinalisis Tests	\$7/test x 4 per week x 45 beds x 52 weeks		7	9360	\$ 65,520	\$ 67,486	\$ 69,510	
Office Furniture & Equipment	\$1600/Laptops, Monitors, Docking Stations - Year 1		1,600	20	\$ 32,000			
Office Furniture & Equipment	\$350/BHT Station Displays - Year 1		350	12	\$ 4,200			
Office Furniture & Equipment	\$2000/Dayroom TVs - Year 1		2,000	2	\$ 4,000			
Office Furniture & Equipment	\$4950/Comercial Washer & Dryer - Year 1		4,950	2	\$ 9,900			
Office Furniture & Equipment	\$3000/Break Room Appliances - Year 1		3,000	2	\$ 6,000			
Office Furniture & Equipment	\$11000/Dining Equipment(Juice&Milk, warmers etc)- Year 1		11,000	2	\$ 22,000			
Office Furniture & Equipment	\$2000/Food Service Carts - Year 1		2,000	3	\$ 6,000			
Office Furniture & Equipment	\$400/Storage Shelf/Racks - Year 1		400	24	\$ 9,600			
Office Furniture & Equipment	\$5000/Vending Machines - Year 1		5,000	2	\$ 10,000			
Office Furniture & Equipment	\$800/Ipads - Year 1		800	10	\$ 8,000			
Office Furniture & Equipment	\$20000/Server and Firewalls- Year 1		20,000	1	\$ 20,000			
Office Furniture & Equipment	\$800/Server Batter Backups- Year 1		800	2	\$ 1,600			
Office Furniture & Equipment	\$500/Wireless Hubs- Year 1		500	4	\$ 2,000			
Office Furniture & Equipment	\$10000/Storage Safe- Year 1		10,000	2	\$ 20,000			
Office Furniture & Equipment	\$3000/Pharmacy Equipment- Year 1		3,000	2	\$ 6,000			
Office Furniture & Equipment	\$5000/Saftey Lockers and Discharge Station Safe- Year 1		5,000	1	\$ 5,000			
TOTAL SUPPLIES:					\$	666,220	\$ 514,918	\$ 530,365
OTHER:								
Communications: iPhones	\$55/month including text & hotspot for (22 staff)		55	264	\$ 14,520	\$ 14,956	\$ 15,404	
Security Camera Installation	\$350/per camera (25) Year 1 only cost		350	25	\$ 8,750			
Security Camera DVR	\$800/per DVR (2) Year 1 only cost		800	2	\$ 1,600			
Cable	\$200/month		200	12	\$ 2,400	\$ 2,472	\$ 2,546	
Ricoh Copiers/Printer/Scanner	\$600/month for (3) copiers		600	36	\$ 21,600	\$ 22,248	\$ 22,915	
Telephone Services	\$1500/month		1,500	12	\$ 18,000	\$ 18,540	\$ 19,096	
Stericycle Services	\$800/month for bio hazard waste		800	12	\$ 9,600	\$ 9,888	\$ 10,185	
Client Labs	\$3000/month		3,000	12	\$ 36,000	\$ 37,080	\$ 38,192	
Client Recreational	\$2000/month		2,000	12	\$ 24,000	\$ 24,720	\$ 25,462	
Car and Liability Insurance	\$6000/month		6,000	12	\$ 72,000	\$ 74,160	\$ 76,385	
Vehicle Maintenance	\$500/per service (3 per year X 2 Vehicles)		500	6	\$ 3,000	\$ 3,090	\$ 3,183	
Vehicle Gas	\$500/month for (2 Vehicles)		500	12	\$ 6,000	\$ 6,180	\$ 6,365	
Food	\$24000 Monthly		24,000	12	\$ 288,000	\$ 296,640	\$ 305,539	
MAT Services	\$150000/Annual		150,000	1	\$ 150,000	\$ 154,500	\$ 159,135	
Outpatient Services	\$166667/Annual		166,667	1	\$ 166,667	\$ 171,667	\$ 176,817	
Mobile Response Team Services	\$366667/Annual		366,667	1	\$ 366,667	\$ 377,667	\$ 388,997	
TOTAL OTHER					\$	1,188,804	\$ 1,213,808	\$ 1,250,222
CONTRACTUAL:								
Psychiatrist/ARNP	\$218400 annually (\$210/20hour/week x 52 weeks)		218,400	100%	\$ 218,400	\$ 224,952	\$ 231,701	
QA/QI	\$95000 annually		95,000	50%	\$ 47,500	\$ 48,925	\$ 50,393	
IT/ Solution Stability	\$60000 annually		60,000	100%	\$ 60,000	\$ 61,800	\$ 63,654	
TOTAL CONTRACTUAL:					\$	325,900	\$ 335,677	\$ 345,747
TOTAL EXPENSES					\$	4,379,376	\$ 4,346,003	\$ 4,476,383
INDIRECT:								
24% Federally Approved Indirect Cost Rate				10%	\$ 437,938	\$ 433,881	\$ 446,898	
TOTAL PROGRAM COST					\$	4,817,314	\$ 4,779,884	\$ 4,923,281

Total SRT 3 Year County Contribution	County Contribution	\$	3,888,997	\$	4,005,667	\$	4,125,837
\$ 12,020,500	County Contribution Year One Only	\$	176,650				
	State Contribution	\$	751,667	\$	774,217	\$	797,444
	Total Program Costs	\$	4,817,314	\$	4,779,884	\$	4,923,281

APPENDIX F

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(04-24-08 version)

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4563

THIS LEASE AGREEMENT (hereinafter referred to as the "lease"), made and entered into this 5th day of September 2008, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained does hereby lease to said LESSEE the property described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "Leased Premises".
3. TERM: The term of this lease shall be for a period of 30 years, commencing on May 7, 2008, and ending on May 6, 2038, with two thirty (30) year renewal periods, upon approval of both parties, provided LESSEE notifies LESSOR in writing of its intent to exercise said renewal(s) at least ninety (90) days prior to the thirtieth (30th) and sixtieth (60th) anniversaries of this lease. Notwithstanding the foregoing, if the Florida Legislature enacts legislation that permits counties to enter into leases for ninety-nine (99) years, then the term of this lease shall automatically extend to a term of ninety-nine (99) years without any further actions of the parties being required

MDC064

and the expiration date of this lease shall change to May ¹~~EM~~, 2107.
The "effective date" of this lease shall be the execution date.

4. RENTAL PAYMENT: LESSEE shall pay to LESSOR the annual rental sum of One (\$1.00) Dollar. Each lease payment shall be paid by certified or cashier's check on or before June 30th of each year, beginning June 30, 2008.

5. PURPOSE: The LESSEE shall operate and/or manage the Leased Premises only for the establishment and operation of a mental health diversion facility and/or correctional facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 10 of this lease.

6. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the Leased Premises for all purposes necessary and to the full quiet enjoyment by LESSEE of the rights conveyed herein.

7. ASSIGNMENT BY LESSOR: If the interests of LESSOR under this lease shall be transferred voluntarily or for any other reason, LESSEE shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the remaining term of this lease, and any extension or renewals thereof in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the lessor under this lease, and LESSEE does hereby agree to attorn to the Purchaser as its lessor, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of LESSOR under this lease. The respective rights and obligations of LESSEE and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LESSOR'S interests, LESSOR shall be released and relieved from all liabilities and responsibility to

LESSEE thereafter accruing under this lease or otherwise and LESSOR'S successor shall become liable and responsible to LESSEE in respect to all obligations of the Lessor under this lease.

8. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this lease.

9. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

10. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the Leased Premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The Leased Premises shall not be developed without the prior written approval of LESSOR. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the Leased Premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten (10) months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the Leased Premises. LESSEE shall not proceed with development of said Leased Premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for

which the Leased Premises are to be operated and/or managed. The approved Land Use Plan shall provide the basic guidance for the operation and/or management of the Leased Premises and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the Leased Premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

11. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR, which shall not be unreasonably withheld. Any easement not approved in writing by LESSOR shall be void and without legal effect.

12. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, which shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

13. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right with prior, ten (10) day written notice to inspect the Leased Premises and the operations of LESSEE in any matter pertaining to this lease.

14. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements by LESSEE shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and/or LESSEE's staff and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the Leased Premises by LESSEE which do not become a permanent part of the Leased Premises

will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

15. INSURANCE REQUIREMENTS:

15.1 The LESSOR acknowledges that the LESSEE is self-insured.

15.2 The LESSEE, upon the request of the LESSOR, shall provide a written letter to LESSOR, periodically, but no more than once every six (6) months, stating that LESSEE is fully self-insured and acknowledges that it is responsible for maintaining the Leased Premises consistent with the terms and conditions of this lease. At any time during the term of this lease, should LESSEE no longer elect to be self-insured, or for any other reason no longer be self-insured, then LESSOR may impose and require that LESSEE immediately secure the appropriate amount of general liability insurance, along with fire and extended risk insurance at LESSEE's sole cost and expense, and in such amounts, and from such insurance companies as the LESSOR deems reasonable. Such insurance shall then be evidenced by a certificate of insurance, which shall name the LESSOR as an additional insured under each of the policies.

16. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

17. PAYMENT OF TAXES AND ASSESSMENTS: To the extent required by law, LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Leased Premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Leased Premises.

18. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

19. TIME: Time is expressly declared to be of the essence of this lease.

20. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

21. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises and for having all utilities turned off when the Leased Premises are surrendered.

22. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the Leased Premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

23. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records reasonably relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is

terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

24. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the Leased Premises, except as required by law. The Leased Premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the Leased Premises for the benefit of LESSEE.

25. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

26. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail, return receipt request, postage pre-paid, or by a nationally recognized carrier service (i.e. FEDEX), or by hand-delivery including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, and all to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Miami-Dade County
General Services Administration
Attn: Director
111 NW 1st Street, Suite 2460
Miami, Florida 33128

COPY TO:

Miami-Dade County Attorney's Office
Attn: County Attorney

111 NW 1st Street, Suite 2810
Miami, Florida 33128

27. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice LESSEE shall be in default, provided, however, that if the nature of LESSEE's breach or non-compliance is such that more than sixty (60) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE commenced such cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion. Upon default, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

28. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the Leased Premises or as affecting said Leased Premises or adjacent properties, any act which may result in damage or depreciation of value to the Leased Premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Leased Premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress

or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, if applicable, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Leased Premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the Leased Premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to

LESSOR, all within the reporting periods of the applicable governmental agencies.

29. ENVIRONMENTAL AUDIT: Within ninety (90) days of the effective date of this lease, LESSOR shall provide LESSEE with a Phase I environmental site assessment which shall be certified to both LESSOR and LESSEE. Should the Phase I environmental site assessment, and/or LESSEE'S own environmental site assessment of the Leased Premises, reveal any environmental condition on or about the Leased Premises that LESSEE deems objectionable, then LESSEE may, in its sole discretion, terminate this lease within sixty (60) days of receiving the Phase I environmental site assessment report from LESSOR. Should LESSEE not terminate this lease within the sixty (60) day period because of the findings in the Phase I environmental site assessment, and/or due to its own environmental site assessment, then the Phase I environmental site assessment shall serve as a baseline determination from which to measure the environmental condition of the Leased Premises, and any future requirement or obligation LESSEE may have on removing any hazardous or toxic substances, pollutants, chemicals or poisons from the Leased Premises and/or otherwise being responsible for the cleanup, decontamination, remediation, restoration and/or monitoring of the Leased Premises, either before or after the Leased Premises is returned to the possession of LESSOR. Further, upon the termination or expiration of this lease, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards, and if the Phase I environmental site assessment indicates that it is reasonably necessary, the State of Florida Department of Environmental Protection, Division of State Lands may request LESSEE to provide LESSOR with a Phase II environmental site assessment.

30. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the Leased Premises to LESSOR. In the

event no further use of the Leased Premises or any part thereof is needed, prior to the expiration of this lease, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six (6) months prior to the release of any or all of the Leased Premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the Leased Premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the Leased Premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the Leased Premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the Leased Premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 21 and 38 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

31. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices, if applicable, for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the lease. Pursuant to subsection 18-2.017(8), Florida

Administrative Code, "best management practices" is defined as "methods, measures or practices that are developed, selected, or approved by agencies to protect, enhance and preserve natural resources. They include, but are not limited to, engineering, conservation, and management practices for mining, agriculture, silviculture, and other land uses, that are designed to conserve the soil and associated nutrients while simultaneously controlling nonpoint pollution to provide good overall upland management."

32. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Leased Premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of LESSOR therein.

33. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

34. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Leased Premises.

35. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water

line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

36. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

37. SUCCESSORS IN INTEREST: It is hereby agreed between LESSOR and LESSEE that all covenants, conditions, agreements, and undertakings contained in this lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

38. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the Leased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

39. MIAMI-DADE COUNTY INSPECTOR GENERAL: Both LESSEE and LESSOR understand that the Inspector General provision of Section 2-1076 of the Miami-Dade County Code shall apply to matters arising out of this lease.

40. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

41. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

[Signature]
Witness

Teresa Johnson
Print/Type Name
[Signature]
Witness

[Signature]
Print/Type Name

By: [Signature] (SEAL)
MIKE LONG
ASSISTANT DIRECTOR,
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th day of September, 2008, by Mike Long, Assistant Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

[Signature]
Notary Public, State of Florida

Print/Type Notary Name

Commission Number **Avis G. Lockett**
Commission # DD341437
Expires September 19, 2008
Commission Expires: Bonded Trust Fund - Insurance, Inc. 889-885-1818

Approved as to Form and Legality

By: [Signature]
DEP Attorney

MIAMI-DADE COUNTY, FLORIDA
By its Board of County Commissioners

[Signature]
Witness
HUGO SALAZAR
Print/Type Name
[Signature]
Witness
Arling Gonzalez
Print/Type Name

By: [Signature]
Jennifer Glazer-Moon
Print/Type Name
Title: SPEC. ASST. / OSBM DIR.

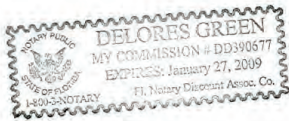


ATTEST: [Signature]
Clerk of the Board of County
Commissioners of Miami-Dade County

"LESSEE"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19th
day of June, 2008 by Jennifer Glazer-Moon and
Spec. Asst. / OSBM Director and
respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. ~~They are~~ SHE IS
personally known to me.



[Signature]
Notary Public, State of Florida
Delores Green
Print/Type Notary Name

Commission Number: DD390677
Commission Expires: January 27, 2009

~~State of Florida
County of Miami-Dade~~

~~On the 7th day of August in the year 2008 before me, the undersigned,
personally appeared Elizabeth Adorna and he/she is personally known to me or
proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to on the foregoing instrument and acknowledged
to me that he/she executed the same in his/her capacity as Deputy Clerk,
and that by his/her signature on the instrument, the individual, or the
person upon behalf of which the individual acted, executed the instrument.
*of and on behalf of the Board of County Commissioners of Miami-Dade County, Florida,~~

~~[Signature]
Notary Public~~



State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this
27th day of August, 2008, by Elizabeth Adorno, as Deputy
Clerk, for and on behalf of the Board of County Commissioners of
Miami-Dade County, Florida. She is personally known to me.



Diane Collins

Notary Public, State of Florida

Diane Collins

Print/Type Notary Name

Commission No. DD 567115

Commission Expires: 10-22-2010

Non-Conservation Land Use Plan Submission

Introduction

This Land Use Plan (LUP) is intended for all Board of Trustees leases of non-conservation properties. It is intended to address the requirements of Section 253.034, Florida Statutes and 18-2.018, Florida Administrative Code. Attachments to this form are welcome if the space provided below is not sufficient. Number all attachments and reference them in the appropriate location below. Please answer all of the numbered items. Any management plan format is acceptable and you are not required to use this form; however, this form was designed to assist you in answering the questions required in Section 253.034(5), Florida Statutes, and 18-2.018, Florida Administrative Code.

Each manager of non-conservation lands shall submit to the Division of State Lands a LUP one year from the effective date of the lease (anniversary date). Additional requirements per Section 253.034(5), Florida Statutes, include: a review by the department of all short term goal accomplishments that shall be achieved within a 5-year planning period and long term goals that shall be achieved within a 10-year planning period. Five years after the approval of the initial LUP, the Parent Lessee must submit an update on all short term goal accomplishments to the Division of State Lands within 30 days of the five-year anniversary date. Every 10 years thereafter, the Parent Lessee shall submit an updated LUP to the Division of State Lands within 30 days of the 10-year anniversary date.

Each Parent Lessee is responsible for coordinating with their Sub-lessee to ensure the land use is consistent with the Parent Lessee's master plan, consistent with the authorized use, terms and conditions of the lease and 18-2, Florida Administrative Code. The Parent Lessee's master plan shall list all associated Sub-leases, as well as, the activities association with each sublease.

A letter addressed to the Division of State Lands detailing the short and long term goals accomplishments and barriers that may have prevented the accomplishment of those goals, must be received within 30 days of the 5th year lease anniversary date. Please address and email the letter to [Christopher Bass](#).

The division shall review each plan for compliance with the requirements of Section 253.034, Florida Statutes, and 18-2.018, Florida Administrative Code. Each manager is responsible for submitting to the Division of State Lands a LUP whenever the manager proposes to add new facilities, new Sub-leases, or make substantive land use or management changes that were not addressed in the lease and associated LUP. LUP's submitted by a manager shall include references to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state lands management plan.

All non-conservation LUP's shall be managed to provide the greatest benefit to the state. If you should have any issues completing this plan, please email [Christopher Bass](#) or call 850-245-2707.

Non-Conservation Land Use Plan Submission

A. General Information

1. Common name of the property: South Florida Evaluation and Treatment Facility

Lease number: 4563

Acres: 4.92

Name of agency that is managing the property:

Miami-Dade County Internal Services Department

LUP Contact person: Steven Mayers

a) Address: 111 N.W. First Street, Suite 2460

b) Phone: (305) 375-1688

c) Email: smayers@miamidade.gov

Billing Contact person: Steven Mayers

a) Address: 111 N.W. First Street, Suite 2460

b) Phone: (305) 375-1688

c) Email: smayers@miamidade.gov

Additional Contact person: Tim Coffey, Administrative Office of the Courts

a) Address: 1351 NW 12th Street, Room 226 Miami, FL 33125

b) Phone: (305) 548-5223

c) Email: tcoffey@jud11.flcourts.org

2. Provide a map, as an attachment, showing the location and boundaries of the property including: *(A map can be found at the property appraiser's site)*

a) The location and type of structures or improvements currently on the property

See Attached Exhibit 'C'

b) The location and type of proposed improvements.

See Attached Exhibit 'B'

3. Provide a legal description, as an attachment, of the property.

(A legal description can be found in the lease)

See Attached Exhibit 'A'

4. Are there any associated Sub-leases?

Yes No

If yes, please complete questions 4, 5, and 6.

Please list all Sub and Sub-Sub-leases:

(Florida Statute and Florida Administrative Code does not require a Sub-lessee to submit a management plan to the Division of State Lands for review or approval. The Parent Lessee is responsible for coordinating with their Sub-lessees to make sure they are consistent with the Parent Lessee master plan and that it includes all activities for the above referenced Sub-lessees. Please contact [Christopher Bass](#) or call 850-245-2707, for a list of all Sub -leases associated with the Parent Lease.)

Non-Conservation Land Use Plan Submission

5. Provide a map, as an attachment, showing the location and boundaries for each of the Sub-lessee properties including: *(A map can be found at the property appraiser's site)*

a) The location and type of structures or improvements currently on the property

See Attached Exhibit 'C'

b) The location and type of proposed improvements.

See Attached Exhibit 'B'

6. Provide a legal description, as an attachment, for each of the properties.
(A legal description can be found in the lease(s))

See Attached Exhibit 'A'

B. Usage of Property - (Include Parent Lessee and Sub-lessee properties)

7. Please provide a detailed description of **past** uses on the property. *For example, timber or agriculture, vacant property, private office building and parking lot, or maintenance yard.*

State forensic mental health treatment facility.

8. Please provide a detailed description of **current** uses on the property. *For example, 10,000 square foot waste water treatment plant and 100-acre spray field used to treat the city of X wastewater.*

The property is currently not in use. The tenant leased the property for the establishment and operation of a mental health diversion facility including other related services for the accomplishment of this purpose. Some of these related services will include, but are not limited to, courtroom area, Baker Act receiving – intake and assessment, crisis stabilization unit, social service and support offices, respite unit, health clinic, vocation and classroom training, conference room, short term residential treatment unit, exterior courtyards and facilities support spaces. Miami-Dade County is in the process of designing and preparing construction documents to affect these proposed uses.

9. Are you proposing any new uses to the property?

Yes

No

If so, please explain:

10. Are there any uses on the property that are not consistent with the Land Use Plan or approved use of property? *For example, the property was approved for educational purposes but there is an adjacent neighborhood where the residents are encroaching, dumping, driving on the property.*

Yes

No

If so, please explain:

This is the first LUP for this property; as such there is no inconsistency with a prior LUP. However, while the lease contemplates that Miami-Dade County will operate and/or manage the leased premises; Miami-Dade County may seek to assign the lease to a third party operator.

Non-Conservation Land Use Plan Submission

11. Please provide an analysis of the potential of the property to generate revenue to enhance the management of the property.

Services can be provided by community-based organizations (CBOs), contracted by Miami-Dade County or third party vendor, to provide mental health and substance abuse treatment services. Treatment program space in the facility can be subleased to CBOs, which will be responsible for pro rata shares of maintenance and management expenses.

12. Was there any public or local government involvement/participation in the development of this plan?

Yes No

If so, please explain:

This plan was developed with input from the 11th Judicial Circuit Criminal Mental Health Project, as well as the Miami-Dade County Internal Services Department.

C. Management Activities - (Include Parent Lessee and Sub-lessee properties)

13. Is there more than one managing agencies that could facilitate the restoration of the property?

Yes No

If so, please explain:

14. A physical description of the land which includes any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

S. 253.034(5) (i) 1.a., F.S.

The property is improved with a 181,034 square foot building, an open courtyard, and surface parking. There are no known significant natural or cultural resources on the property.

15. What is the desired property development outcome? *For instance, construction of new buildings, general building renovations, landscaping and development.*

S. 253.034(5) (i) 1.b., F.S.

Interior renovations, and reconfiguring of the interior areas, to accommodate the proposed use, including, but not limited to, replacement of all mechanical and electrical systems to state-of-the-art sustainable and energy efficient levels, in addition to the outside parking lot refurbishment.

16. What is the schedule for achieving the desired property development outcome?

S. 253.034(5) (i) 1.c., F.S.

Design completion date is expected in April 2017, permitting and bidding to be completed by March 2018. It is anticipated that construction of the renovation work will start in April 2018, with an anticipated completion date of all improvements in September 2019.

Non-Conservation Land Use Plan Submission

17. Describe the short-term and long-term development goals. *S. 253.034(5) (i) 1.d., F.S. and s. 253.034(5) (i) 2. F.S. (Short term goals shall be achieved within a 5-year planning period and long-term goals shall be achieved within a 10 year planning period.)*

a) Short-term Goal Description:

Complete design documents by April 2017.

1) Short-term Goal Activity Schedule:

Complete the design documents by April 2017, and then submit the design documents for permitting review by May 2017. Afterwards, seek to have permit issued by the appropriate governmental authority by September 2017. Then, immediately (October 2017) competitively bid the approved and permitted renovation plans, with the goal of having a contractor selected and retained by March 2018.

b) Long-term Goal Description:

Complete the renovation work by September 2019.

1) Long-term Goal Activity Schedule:

Initiate an open and competitive bidding process to bid out project by October 2017, and have contractor selected and retained by March 2018. The contractor will immediately commence the renovation work with the goal of completing the work by September 2019.

18. What are the measurable objectives to achieve the goals identified in the land use plan?

S. 253.034(5) (i) 1.g., F.S.

Completion of design documents, permit issuance, competitive bidding process, contractor selection, execution of contract, commencement of renovation work, completion of renovation work and receipt of a certificate of completion.

19. Please describe the management and control plan to prevent/control invasive, non-native plant species. *s. 253.034(5)(i)1.e., F.S. (Information on the non-native plant species can be found at [Go to Invasive Species Info](#) and information on the control methods for those non-native plant species can be found in the control plans listed on the site.)*

Existing 25 year old original landscaping is primarily in place and will be refurbished as necessary. All new landscaping has been selected in accordance with City of Miami landscaping regulations and will be in compliance with native vegetation/non-native restrictions. All landscaping and facility grounds will be maintained by third-party maintenance contract and are required by the City of Miami to be kept in good condition.

20. Please describe the management and control plan for soil erosion and soil and water contamination. *S. 253.034(5) (i) 1.f., F.S.*

During the course of the renovation work, soil erosion and control measures, as well as sediment control measures will be required in accordance with DEP, Florida Statutes and Florida Building Code regulations, as well as Miami-Dade County requirements.

Non-Conservation Land Use Plan Submission

D. Facility Maintenance

Fire Safety Systems Inspections

21. Fire Safety System Contractor

Contact Person: Dorys Martinez, Metro Dade Security Systems, Inc.

- a) Address: 13616 S.W. 142 Avenue, Unit #31, Miami, Florida 33186
- b) Phone: (305) 235-2390
- c) Email: dmartinez@metrodadesecurity.net

22. Last date building was inspected:

Fire alarm panel has not been inspected. The property is slated for renovation work, including the replacement of the fire alarm system.

23. List of the Deficiencies:

None at this time.

24. Date deficiencies were corrected:

None at this time.

25. Date inspected and approved by State Fire Marshal's Office.

To be inspected during upcoming renovation project.

General Building Inspections

26. General building inspection date:

Final Inspection will occur prior to issuance of certificate of completion.

27. List of building deficiencies in each subsection.

a) Structural issues (Concrete, steel, wood):

Not applicable at this time.

b) Roof System (Surface material, condition, age, remaining useful life):

Existing built-up roof system is +/-10 years old with +/-10 year life remaining and has no observable deficiencies.

c) Building Envelope (Roof and sidewalls including windows and doors):

Existing concrete masonry exterior walls and exterior insulation finish system appear in serviceable condition. Windows and doors are proposed to be inspected and repaired to serviceable and working order.

d) Interior Finishes (Floors, walls, ceiling):

Existing VCT/Vinyl/carpet tile floor, painted plaster/gyp/block walls and acoustic lay-in are dated and are proposed to be replaced with new sustainable materials and new painting.

e) Heating, Ventilation, A/C:

Central cooling tower and chilled water system with central mechanical units and air handlers are proposed to be replaced and upgraded with new energy efficient and sustainable equipment.

f) Electrical System and Components

1600 Amp Life Safety service and 3200 Amp general electrical service from FP&L. Maintenance will include testing, repairs, or upgrading as required serving the new proposed loads in an energy efficient and sustainable manner.

Non-Conservation Land Use Plan Submission

g) Plumbing System and Fixtures:

Existing systems are connected to city provided domestic water and sanitary system. Plumbing systems are proposed to be improved with low flow energy efficient and sustainable plumbing fixtures, hot water boilers systems.

h) Landscaping:

Existing mature trees, landscaping and variety planting and lawns are in need of pruning and maintenance. Existing landscaping is proposed to be augmented with new plant material in selected areas throughout the premises. Existing lawn irrigation systems will be upgraded to provide coverage for all plant material.

i) Hardscape (Walks, roadways, drives, parking areas):

Existing asphalt parking areas with wheel stops, concrete walkways with curb cuts and access to surrounding city streets that are in need of repair and upgrading will be repaired and upgraded as required to ensure that they are serviceable and working conditions and providing required accessibility throughout.

j) Storm water Drainage:

Existing storm water system and conveyance below ground to French drain storage system are existing and in good working order. Proposed improvements will be to clean existing seepage piping and catch basins to remove all leaves and other deleterious materials.

28. Are there any planned upgrades or modifications to the facilities on site?

Yes No

(If you answered yes, please contact the Division of State Lands for review and approval of any and all planned upgrades or modifications to the facility or site.)

If so, please list upgrades or modifications and expected start and completion time

Complete remodel of existing building, and upgrades of existing building systems, to support new use as Mental Health Diversion Facility including: court area, Baker Act receiving/intake/assessment, crisis stabilization unit, social service and support offices, respite unit, health clinic, vocational and classroom training, conference rooms, short term residential treatment unit, exterior courtyards and facilities support spaces.

Anticipated start of renovation work is March 2018, with and 18 month construction period. (Completion September 2019).

Refer to the attached plan (Exhibit 'B') for details of the planned renovation work.

29. If this lease is to a State Agency, have you submitted a Legislative Budget Request?

Yes No

If so, what year are the funds expected

N/A

Non-Conservation Land Use Plan Submission

E. Contamination

30. Any known contamination on site?

Yes No

If so, list them:

.....

31. Are there any institutional controls in place?

Yes No

(Institutional controls provide notice to the public in the form of a deed notice or classification exception area that contaminants remain in the soil and or groundwater above the Department's standard. These controls include mechanisms used to limit human activities at or near a contaminated site as well as ensuring the effectiveness of the remedial action over time. Common examples of such controls may include structure, land, and natural resource use restrictions, well restriction areas, ground water classification exception areas, deed notices, and declarations of environmental restrictions.)

If so, list them:

.....

32. Are there any engineering controls in place?

Yes No

(Engineering controls are used as part of a final remedy in remediation that allows contamination to remain onsite above Department standards. These controls consist of any physical mechanism to contain or stabilize contamination while ensuring the effectiveness of a remedial action over time. Common examples of such controls include caps, covers, dikes, trenches, leachate collection systems, signs, fences, physical access controls, ground water monitoring systems and ground water containment systems, slurry walls and ground water pumping systems.)

If so, list them:

.....

33. Is there any contamination on adjacent properties?

Yes No

None known.

If so, list what adjacent properties

.....

N.W.

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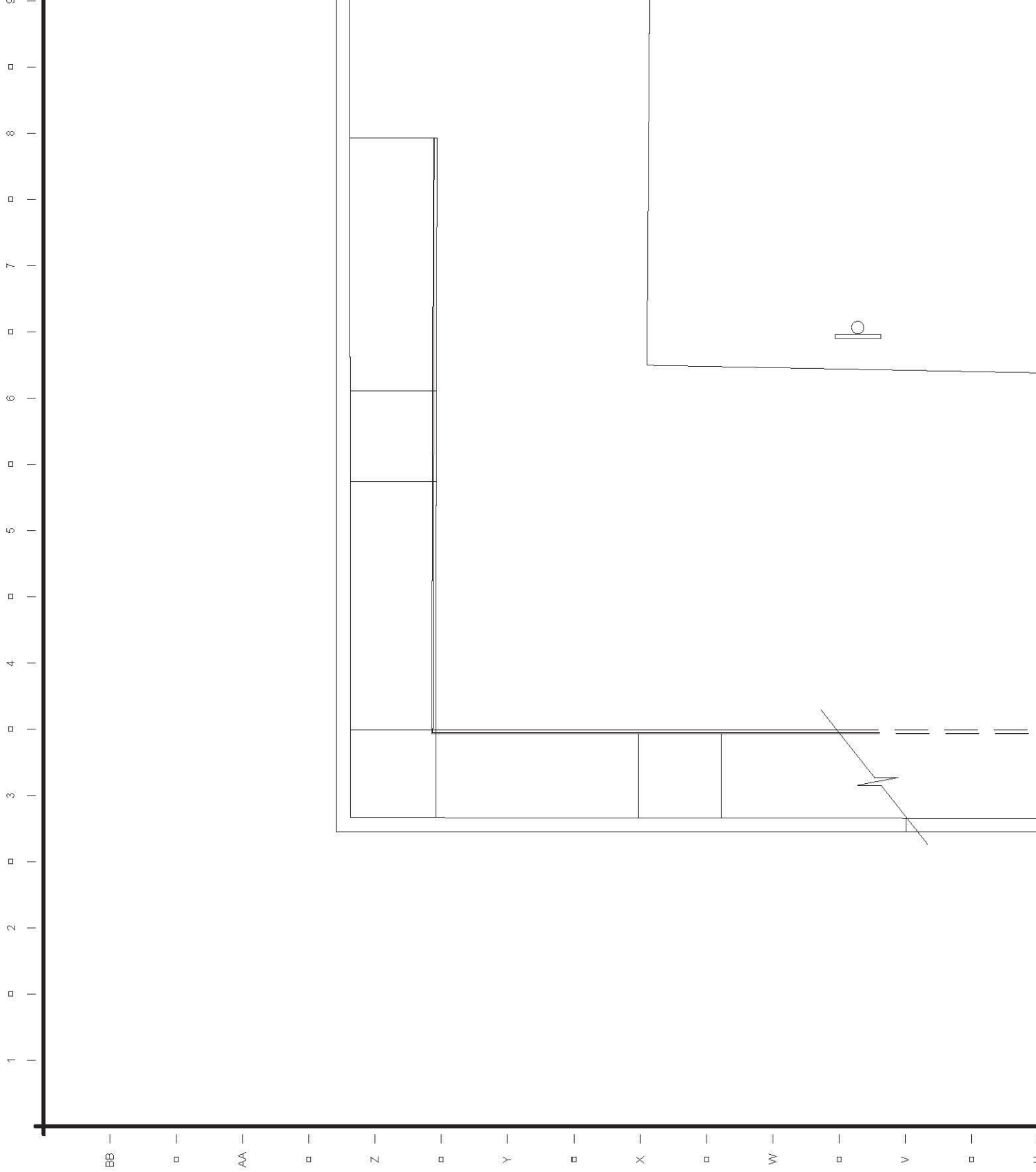
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6 SPACES @ 8'-6"

8 SPACES @ 8'-6"



1 2 3 4 5 6 7 8 9

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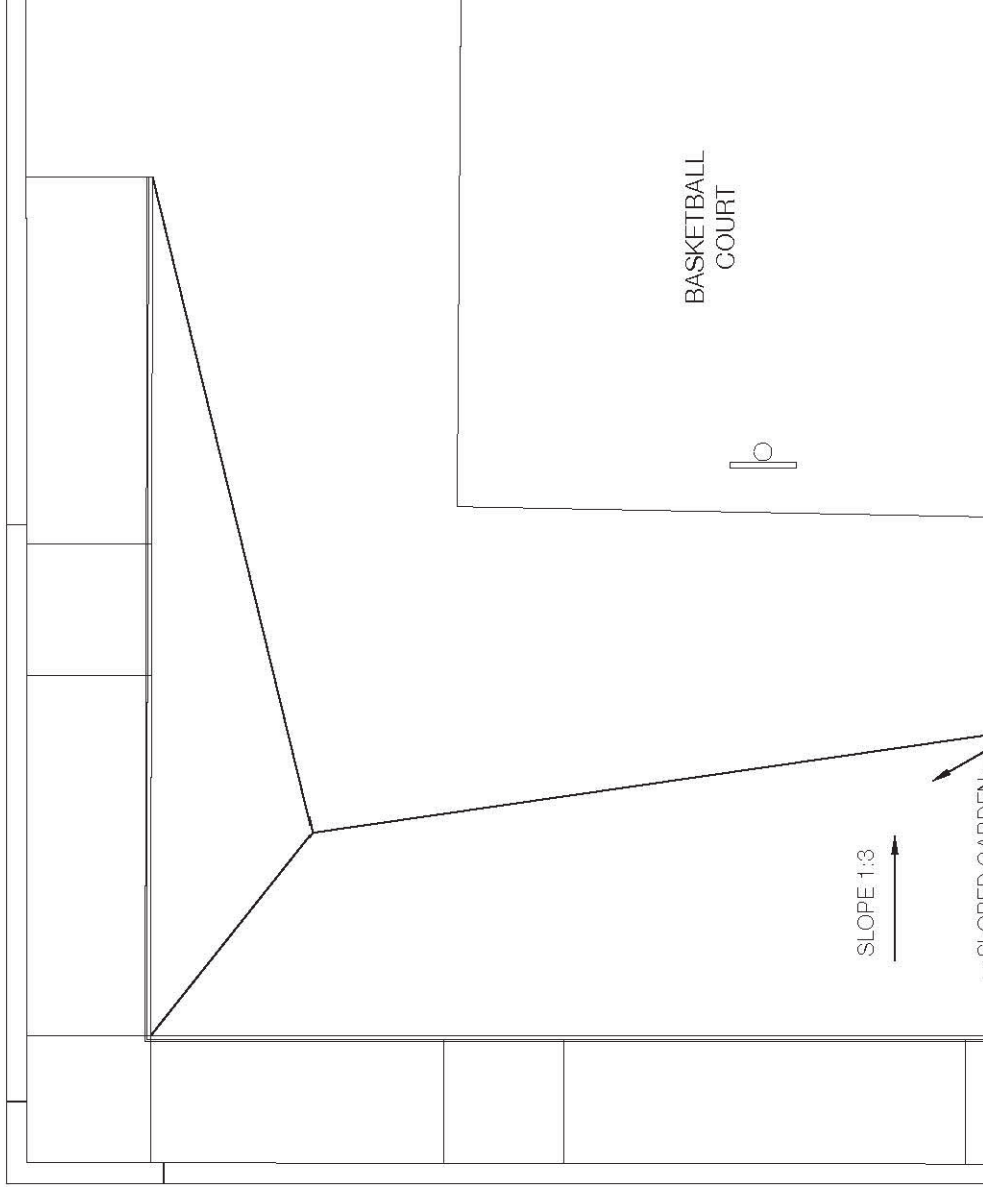
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BASKETBALL COURT

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CURRE



MDC094

APPENDIX G



RESOLUTION WCF 2023-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WESTCARE FOUNDATION, INC. (THE "CORPORATION") AUTHORIZING THE
CONTRACTING POWERS OF THE OFFICERS OF THE CORPORATION
PURSUANT TO SECTION 2.2 OF THE AMENDED AND RESTATED BYLAWS OF
WESTCARE FOUNDATION, INC.**

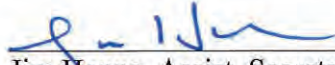
WHEREAS, *The Amended and Restated Bylaws of WestCare Foundation, Inc.* dated February 11, 2018 ("*Bylaws*") provide permitted activities under Section 2.2 of the *Bylaws*.

WHEREAS, the *Bylaws* provide the authority and duties of the officer of the Corporation under Section 5.6 of the *Bylaws*, including the President and Chief Executive Officer of the Corporation, and outlines the power and authority of each position to enter into and execute contracts in the ordinary course of business on behalf of the Corporation.

WHEREAS, the Board of Directors now desires to extend the contracting powers of the Corporation as set forth herein.

THEREFORE, BE IT RESOLVED, that, subject to the WestCare Contract Policy ("Policy") and as the same may be amended or revised by the Board, in its discretion, and in addition to those authorizations expressly set forth in Section 5.6 of the *Bylaws*, and unless otherwise limited or directed by the Board or the President of the Corporation, the President, Chief Executive Officer, Chief Financial Officer, Chief Administration Officer, Chief Information Officer, Senior Vice President, and Executive Vice President be, and each of them hereby is, authorized to sign and execute in the name and on behalf of the Corporation all applications, contracts, licenses, permits, leases and other deeds and documents or instruments in writing of whatever nature that may be reasonably required *in the ordinary course of business of the Corporation*, and pursuant to the mission and purpose of the Corporation and consistent with their title and authority, and that may be necessary for, and incidental to, the lawful operation of the business of the Corporation, and to do such other acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the Corporation, its mission and purpose.

PASSED AND ADOPTED at its regular meeting of the Board of Directors of WestCare Foundation, Inc., held on this 4th day of February, 2023, by a unanimous vote:



Jim Hanna, Assist. Secretary
Board of Directors
WestCare Foundation, Inc.

February 04, 2023
Date

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ("State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.
2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.
3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.
4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.
5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).
6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.
7. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.
8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.
9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements-** DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

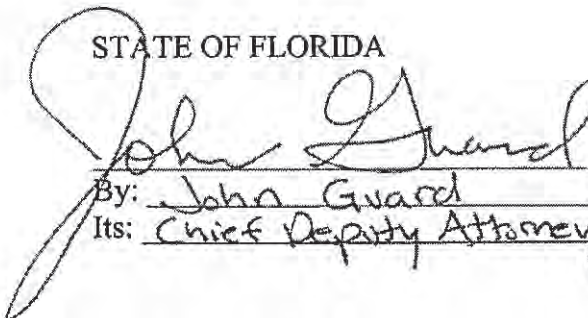
11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”), such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.
1. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

APPENDIX I



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) <small>Bidder's/Proposer's Legal Company Name</small> of Section 287.138, F.S.
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.
Print Name of Bidder's/Proposer's Authorized Representative: _____
Title of Bidder's/Proposer's Authorized Representative: _____
Signature of Bidder's/Proposer's Authorized Representative: _____
Date: _____

APPENDIX J



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

Appendix K – Miami-Dade County Opioid Funding Disbursement and Implementation Plan

To be added once approved by the Board of County Commissioners

APPENDIX L



Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (County) Resolution No. [63-14](#), proposed vendors and contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board of County Commissioners for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; and,
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All the above information shall be attached to the executed Contractor Diligence Affidavit (*this Affidavit*) and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:

For the sole purpose of an oral presentation and/or recorded negotiation meeting and sessions, the listed individuals **shall not** be required to separately register as lobbyists or pay any registration fees, in accordance with [Ordinance No. 21-73, Relating to Conflict of Interest and Code of Ethics](#). The Lobbyist Registration Affidavit (this Affidavit) shall list all technical experts or employees of Principal whose normal scope of employment does not include lobbying and whose sole participation involves appearance at the meeting.

No individual shall appear before a Miami-Dade County evaluation, selection, technical review or similar committee or subcommittee, and/or recorded negotiation meeting or sessions involving the above-referenced procurement matter, unless specifically listed herein or registered as a lobbyist with the Clerk of the Board and has paid all applicable fees.

Nothing contained herein shall prohibit the Principal from amending any filed Lobbyist Registration Affidavit if any information changes and/or if additional individuals are authorized (by Principal) to participate in an oral presentation and/or recorded negotiation meeting and sessions. Amended Affidavit shall be filed by County Procurement staff with the Clerk of the Board, prior to the oral presentation and/or recorded negotiation meeting or sessions.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:

APPENDIX N

SUBCONTRACTING FORM

Solicitation Number _____

Vendor Name _____

Federal Employer Identification Number (FEIN) _____

Complete "A" or "B":

A. No subcontractors or direct suppliers will be utilized pursuant to this solicitation.

B. The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	FEIN	Name of Principal Owner	Scope of Work to be Performed by Subcontractor /Subconsultant	Subcontractor / Subconsultant License (if applicable)
Business Name and Address of First Tier Direct Supplier	FEIN	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	

And

	Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors/subconsultants:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors/subconsultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/subconsultant via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors/subconsultants and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors/subconsultants or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

Signature of Vendor's Representative

Print Name

Print Title

Date

EXHIBIT 2

The Advocate Program Services Agreement Contract No.

THIS AGREEMENT for the provision Services at the Mental Health Center is made and entered into as of this _____ day of _____

_____ by and between **The Advocate Program, Inc.**, a corporation organized and existing under the laws of the State of Florida and having its principal office at 1150 NW 72nd Avenue, Suite 200, Miami, FL. 33126 (the "Contractor"), and **Miami-Dade County**, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for the provision of Services at the Mental Health Center on a non-exclusive basis that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Services for the County, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Ancillary Services" shall be defined as those services that fall outside of the direct patient care/clinical services being provided to clients by The Village South, Inc./WestCare Florida Inc. or its successor operator, which include, but are not limited to, the following services: primary care; dentistry; optometry; podiatry; vocational assistance; housing assistance; and legal services (limited to non-criminal civil legal services). Ancillary Services may be provided to clients of the Center by Contractor or other providers pursuant to a contract with the County. Services not expressly listed in this definition may be "Ancillary Services" if agreed upon in writing by the County.
- b) The words "Ancillary Service Provider" shall be defined as a business entity, not including Contractor, providing Ancillary Services at the Center pursuant to an agreement for said services with the County or with Contractor.
- c) "Annual Contract Amount" shall be defined as the amounts set forth in Article 7, below..
- d) The words "Behavioral Health Services Provider" shall mean The Village South, Inc./WestCare, Inc. or any other entity providing direct mental health care/clinical services to Clients at the Center.
- e) The words "Case Management Services" shall be defined as the linkage to Ancillary Services and the continuity of care for clients across various providers. It involves ensuring that all aspects of a patient's needs are met through effective communication, collaboration, and management of services. This process aims to provide seamless transitions between different levels and types of care, thus enhancing the overall quality of healthcare delivery and improving patient outcomes.
- f) The words "Center Stakeholders" shall be defined as Miami-Dade County, Ancillary Service Providers, Behavioral Health Services Provider, the Eleventh Judicial Circuit in and for Miami-Dade County, and other persons or entities as may be designated by the County.
- g) The words "Contract Manager" shall mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- h) The word "Days" shall mean calendar days.

- i) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- j) The words "Developed Works" shall mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- k) The words "joint venture" shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- l) The words "Key County Staff" shall be defined as County personnel designated by the Director of Community Services Department.
- m) The words "Licensed Software" shall mean the software component(s) provided pursuant to the Contract.
- n) The words "Level II Residential Treatment" or "L2" shall mean licensed structured rehabilitation-oriented group facilities that have 24 hours per day, 7 days per week supervision. A Level II Residential Services Unit house persons who have significant deficits in independent living skills and need extensive support and supervision.
- o) The words "Medical Professional" collectively means any individual who is providing medical Patient Services pursuant to this Agreement, including, but not limited to, physicians, nurses, physician assistants, pharmacists, technicians, therapists, medical assistants, physician assistants, nurse practitioners, counselors, and social workers.
- p) The words "Peer Specialist" shall be defined under section 397.311 of the Florida Statutes. A peer support specialist is an individual who has been in recovery from a substance use disorder or mental illness for a minimum of two years, or who has at least two years of experience as a family member or caregiver of someone with a substance use disorder or mental illness.
- q) The words "Project Manager" shall mean Miami-Dade County's Director of the Community Services Department or the Director's designee.
- r) The words "Scope of Services" shall mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- s) The words "Service" or "Services" shall mean the provision of services in accordance with the Scope of Services.
- t) The words "Short-Term Residential Treatment" shall mean individualized, stabilizing acute and immediately sub-acute care services that provide short and intermediate duration intensive mental health residential and habilitative services on a 24 hour per day, 7 days per week basis. These services must meet the needs of individuals who are experiencing an acute or immediately sub-acute crisis and who, in the absence of a suitable alternative, would require hospitalization.
- u) The word "Subcontractor" or "Subconsultant" shall mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and in privity of Contract with the Contractor.
- v) The word "Patient Services" means any health or health-related services provided pursuant to this Agreement.
- w) The word "Work" shall mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 48, 2) Appendix A, and 3) other Appendices.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- c) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- d) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- e) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract based on the approved budget attached to this agreement. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

The Contractor shall adopt policies which ensure the Work is performed in a manner that is safe and consistent with all applicable laws, regulations, and standards of care.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement or the last date in which the Agreement is signed by all Parties (whichever is later) and shall continue through the last day of the 36th month, thereafter. Upon mutual agreement, the Parties may renew this Contract for one (1) 24-Month term thereafter. With respect to the 24-month option to renew, Contractor shall provide the County at least 180 days' written notice of its intent to exercise an option to renew, which shall be provided no later than 180 days prior to the expiration of the 36th month effective term. The County shall notify Contractor in writing whether it mutually agrees to renew the Contract within 90 days of receipt of Contractor's written notice of its intent to exercise an option to renew. The option to renew

may only be exercised with prior approval of the Miami-Dade Board of County Commissioners. The contract amount for any renewal period is set forth in Article 7, below.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via e-mail (if provided below) with delivery of hard copy via U.S. Postal Service. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Community Services Department
Attention: Cathy Burgos, Director
Address: 701 NW 1st Court – 10th Floor – Miami, FL. 33136 Phone: 786.469.4600
E-mail: Cathy.Burgos@miamidade.gov with copy to amanda.dominguez@miamidade.gov and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department Attention: Chief Procurement Officer 111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

The Advocate Program, Inc. Attention: Isabel Perez-Morina, Ph.D.
Address: 1150 NW 72nd Ave. Suite 200, Miami, FL. 33126 Phone: (305) 704-0200 x: 114
E-mail: ipmorina@advocateprogram.org With a copy to:

H.T. Smith, Esq.
2655 S. Le June Road, Suite 522 Coral Gables, FL 33134
Email: ht@htsmith.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with the approved budget which is attached hereto and incorporated herein as Appendix B ("Budget"). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

The Contractor may shift funds between existing line items in Appendix B: 1) without a budget modification, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget modification requested by the Contractor's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the Contract Manager, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items. Budget modification requests must be submitted to the Contract Manager no later than sixty (60) days prior to the expiration of each term of the Agreement.

The County, at its sole discretion, may allow Contractor a payment of fifteen percent (15%) of the Annual Contract Amount for the applicable Contract Year once the Contract is authorized, and when the Contractor has submitted a request via an invoice in the form required by the County. The County shall provide the remaining annual balance in equal monthly installments. The total annual amount, inclusive of any advance and one-time funding for equipment, is not to exceed \$1,633,750 in the first year (12 months of operation). In year 2, operating costs for services provided at the Center shall not exceed \$1,124,065, and in year 3, operating costs (inclusive of cost of living adjustment), shall not exceed \$1,412,046. Funds will be distributed on a monthly basis in accordance with Appendix B ("Budget"). The amount payable for all renewal periods shall not exceed the amount payable in the prior year increased by an inflation factor of 3.5 percent. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before the County's approval of this Contract shall be at the Contractor's risk and expense.

Unallowable Expenses. The County shall not be liable for any travel expenses. Funds paid pursuant to this Agreement shall not be used for expenses of or related to: a personal nature, political and sectarian activities, lobbying, legal fees, financial investment services, investments, financing costs, bank fees, debt, mortgages, loans, lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Budget in Appendix B including approved modifications, or the Scope of Work in Appendix A, as determined in the sole discretion of the County.

ARTICLE 8. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor and including proof of service provided and proof of payment pursuant to Appendix A. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, Florida (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:

Miami-Dade County, Finance Department 111 NW 1st Street
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Community Services Department

701 NW 1st Court – 10th Floor

Miami, FL. 33136

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of any and all claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, in any way relating to or resulting from the performance of this Agreement or occasioned wholly or in part by any act or omission of the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.

All insurance policies required above shall apply only to the location of the Center shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County 111 NW 1st Street Suite 2340

Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance

documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract., including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 10. MANNER OF PERFORMANCE

a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, and with reasonable cause, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

c) The Contractor agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position. The County agrees that any additional staffing requests must be made in accordance with funding availability and/or budget modification approvals.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.

e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

g) The Contractor acknowledges that these provisions of this section do not constitute control by the County over the manner in which the Contractor performs its Work and do not create an agency relationship between the Contractor and the County.

ARTICLE 11. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, as determined by the County in its sole and absolute discretion, and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification, which identifies the Contractor as the employee's employer. The Contractor acknowledges that Miami-Dade County's ability to require removal of certain employees does not constitute control over the manner in which the Contractor performs its Work and does not create an agency relationship between the Contractor and the County. The Contractor agrees and acknowledges that any Medical Professional providing Patient Services pursuant to this Agreement is not an actual or apparent agent of Miami-Dade

County.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. The Parties, by this Agreement and any provisions herein, do not intend to create any partnership, joint venture, or other legal relationship. The Contractor acknowledges and agrees that it is not an actual or apparent agent of the County in performing Work pursuant to this Agreement.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. Nothing herein shall be construed to be a waiver of sovereign immunity.

ARTICLE 13. DISPUTE RESOLUTION PROCEDURE

a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders relating to the previous subsection and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

d) In the event of such dispute, the Parties authorize the County Mayor or County Mayor's designee, who shall not be the Project Manager or anyone associated with this Project to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor or County Mayor's designee within ten (10) days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor or County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or County Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor or County Mayor's designee for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or County Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 14. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

d) The Contractor, its employees, and any Medical Professional providing Patient Services pursuant to this Agreement shall provide information and testimony and otherwise assist the County in defending against any action or claim brought against the County, its agents, and/or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where Contractor and/or the County is named as an adverse party. In any claim or cause of action against the County related to Patient Services provided under this Agreement, the Contractor shall agree and acknowledge that the Contractor's employees, agents, and Medical Professionals performing Work and/or Patient Services pursuant to this Agreement are not actual or apparent agents of the County.

ARTICLE 15. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herein. In addition to any records retention requirements of Chapter 119, Florida Statutes, the Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 16. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 17. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 18. SUBCONTRACTUAL RELATIONS

a) The Contractor may not subcontract for any of the Work without prior written County approval. If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing Contractor shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 19. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 20. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 21. TERMINATION AND SUSPENSION OF WORK

a) This Agreement may be suspended or terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 22) and fails to cure said Event of Default (as delineated below in Article 23), (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement; or (iii) is adjudicated guilty or found liable in a cause of action for fraud in any judicial proceeding.

b) The Parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination.

c) If County terminates this Agreement for cause under Article 21(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such Contractor or Subcontractor has with the County and that such Contractor or Subcontractor pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- i. stop Work on the date specified in the notice (the "Effective Termination Date");
- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
- iii. cancel orders;
- iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement; and
- vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

f) In the event that the County exercises its right to terminate this Agreement for convenience, the Contractor will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

i) The County may terminate this Contract, in whole or part, with twenty-four (24) hours' written notice to the Contractor upon a determination by the County Mayor or County, Mayor's designee, in his or her absolute and sole discretion, that termination of the Contract is necessary for the health, safety, or welfare of the County and its residents.

ARTICLE 22. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

- i. the Contractor has failed to deliver Deliverables and/or Services in a satisfactory manner and on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
- vii. the Contractor has failed in the representation of any warranties stated herein;

- viii. the Contractor ineffectively or improperly uses the County funds allocated under this Contract;
- ix. if applicable, the Contractor does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract;
- x. the Contractor fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
- xi. the Contractor does not submit or submits incomplete or incorrect required reports;
- xii. the Contractor refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Contractor's performance and deliverables;
- xiii. the Contractor or any individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest, attempts to meet its obligations under this Contract or any other County agreement or County program through fraud, misrepresentation, or material misstatement or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement;
- xiv. the Contractor fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP);
- xv. - the Contractor fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract;
- xvi. the Contractor fails to honestly disclose facts or fails to meet any of the terms and conditions of the submitted Miami-Dade County Affidavits; or
- xvii. the Contractor fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract; or

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation and/or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 23. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately and in no more than 24 hours for matters affecting health and safety and, for other matters, in no more than 30 days, or this Agreement with the County may be terminated. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 24. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County

elects to suspend or terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages available to the County by law or in equity.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 25. INTELLECTUAL PROPERTY INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, trademarks, service marks, trade secrets or any other third party proprietary rights, based on the Contractor's creation, use or supplying the Deliverables or Contractor's other actions in the course of performance or completion of, or in any way connected with, the Work, or the County's use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability related to intellectual property violations related to the Work.
- d) In the event any Deliverable or anything provided to the County hereunder, or any portions thereof is held to constitute an infringement of a third party's intellectual property rights and the Deliverable's use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving any patent or copyright infringement claims, service mark or, trademark, violation claims, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 26. CONFIDENTIALITY

- a) During the course of this Agreement, the Contractor may have access to the County's confidential information, including, but not limited to, all County employee information and County financial information. The Contractor will treat the County's confidential information as it would treat its own confidential information of a similar nature, except that it may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such confidential information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 27. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, is using, is holding for use, or which is otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, publication, disclosure, or removal.

ARTICLE 28. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein.

b) All Developed Works will be the property of the County. The County has all rights, title, and interest in the Developed Works.

The Contractor and its employees, agents, Subcontractors, or suppliers shall not, without the prior written consent of the County, use the Developed Works for any purposes unrelated to this Agreement. Submission or distribution by the Contractor of portions of the Developed Works to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

c) Except as may be required by law, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder. Should this Contract, or the Services thereunder, end or be terminated for any reason, the Contractor, along with any of its employees, agents, Subcontractors, or suppliers who have physical possession of or digital access to the Developed Works, will ensure that the County is given physical possession of or digital access to the Developed Works and that the County will be able to retain such possession and/or access even after the Contract or Services have ended or been terminated.

d) Except as otherwise provided in subsections a through d above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software that it licenses.

ARTICLE 29. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST AND CODE OF ETHICS

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 30. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 31. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- s) Title VI and Title VII of the Civil Rights Act of 1964.
- t) Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

The Contractor acknowledges that its compliance with the provisions in this section does not constitute control over the manner in which the Contractor performs its Work by the County and does not create an agency relationship between the Contractor and the County.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, national origin, or other protected characteristic, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Americans with Disabilities Act of 1990 (and related Acts) or the Miami-Dade County Resolution No. R-385-95 during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether

tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

The Parties may amend the terms of this Article by adopting a written communications plan governing Contractor's communications regarding the Center.

ARTICLE 35. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 36. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be exclusively in Miami-

Dade County.

ARTICLE 37. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, in and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any financial interest, direct or indirect, in this Contract or the proceeds thereof. This section does not apply to members of the Miami-Dade Board of County Commissioners sitting as members of the Behavioral Health Advisory Board or any other advisory board.

ARTICLE 38. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic (other than the coronavirus 2019 pandemic, COVID-19), adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the Parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

Pursuant to section 119.0701, Florida Statutes, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Service;
- b) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Contractor does not transfer the records to the County; and
- d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records

created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. If Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the Contractor to comply with Section 119.0701, Florida Statutes, and this Article 40 of this Agreement, the County shall avail itself of the remedies set forth in Articles 21 and 24 of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (786) 469-4600, CSDPUBLICRECORDSREQUEST@MIAMIDADE.GOV 701 NW 1ST COURT, 10TH FLOOR, MIAMI FLORIDA 33186.

ARTICLE 41. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order (AO 10-11). HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 42. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees

and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 43. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, Florida Statutes. The affirmation by the Contractor shall be in the form attached to this Contract as Appendix D - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 44. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as Appendix E - the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit) and must be executed by the Contractor and provided to the County when entering into, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, Florida Statutes, or the Contractor violates Section 787.06, Florida Statutes, during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 45. AUTONOMY

The Parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Contractor is only a recipient of funding support for the operation of Provider's programs, and Contractor is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

The Parties expressly agree that there are no intended or unintended third-party beneficiaries to this Agreement.

ARTICLE 46. PROOF OF LICENSURE AND BACKGROUND SCREENING

a) Licensure.

Provider agrees to comply with all federal, state, or local laws, regulations, ordinances, or resolutions requiring Contractor to be licensed or certified to provide services or to operate the facilities outlined in the Scope of Services and shall furnish to the County a copy of all required current licenses or certificates within sixty (60) days of execution of this Agreement, including licenses from the Florida Department of Children and Families and from the Florida Agency for Health Care Administration as required by Florida Statutes Chapters 394 and 397. The County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide and maintain verification of current and active licenses or certificates within sixty (60) days of execution of this Agreement and maintain the license during the period of the contract services of this Agreement may result in termination of this Agreement at the County's sole discretion. The Contractor shall ensure continuity of client care in the event this agreement is suspended or terminated.

b) **Background Screenings.**

As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, Contractor agrees to ensure that employees, Subcontractors, volunteers, and independent contractors that work directly with, or who may come into direct contact with, youth under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended, satisfactorily complete and pass Level 2 background screening conducted through an appropriate screening agency before working or volunteering with such persons. Background screening of all employees, Subcontractors volunteers, and independent contractors shall be completed every five years thereafter.

ARTICLE 47. MISCELLANEOUS

a) **Incident Reports.**

The Contractor must report to the County information related to any critical incidents involving clients that occurring during the administration of its programs at the Center. Critical incidents involving clients include (i) serious self or others; (i) violent acts; (ii) elopement from the program (4) threats of self-harm to self or others. In addition to reporting this incident to the appropriate authorities, the Contractor must within twenty-four (24) hours of Contractor becoming aware of any critical incident, submit in writing a detailed account of the incident. This incident report should be addressed to the Project Manager.

b) **Totality of Contract / Severability of Provisions.**

This Contract, with its recitals on the first page of the Contract and its Appendices and Attachments as referenced below, contains all the terms and conditions agreed upon by the Parties.

Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with applicable-law, (b) does not alter any of the substantive rights, obligations, or liabilities of any party under this Agreement or any Related Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision, and the remaining provisions of this Contract, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

c) **Property.**

This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

1. Any real property under the Contractor's control that was acquired/improved in whole or in part with funds from the County and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Project Manager. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

2. All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the County, or transferred to the Contractor after being purchased in whole or in part with funds from the County shall be listed in the property records of the Contractor and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the ~~Provider~~ Contractor, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Contractor and an inventory report shall be submitted to the Project Manager. This report shall include the elements listed in the paragraph listed above.

d) **List of Attachments**

1. Appendix A – Scope of Services
2. Appendix B – Budget
3. Appendix C – State of Florida Lease Agreement
4. Appendix D – Entities of Foreign Countries of Concern Prohibited Affidavit
1. Appendix E- Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
2. Appendix F – Contractor Due Diligence Affidavit.
3. Appendix G – Lobbyist Registration Affidavit

4. Appendix H – Subcontracting Form

ARTICLE 48. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____ for
Daniella Levine Cava

Title: _____

Title: _____ Mayor

Date: _____

Date: _____

Attest: _____
Attest: Corporate Secretary/Notary Public

Juan Fernandez-Barquin Clerk of the Court and
Comptroller

By: _____

(Deputy Clerk Signature)

Print Name: _____

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Subject to approval by the State of Florida, as may be required by the Lease with the State executed September 5, 2008, Contractor shall perform the following services, subject to funding availability. Should there be a funding shortfall, the parties may mutually agree to reduce or modify this Scope of Services accordingly. This Scope of Services defines the Services to be provided by Contractor:

a) SERVICES TO BE PERFORMED.**Case Management Services**

The Contractor shall provide case management services as follows:

1. The Contractor shall perform the services described below for each client. The Contractor will serve no fewer than 60 and no more than 65 clients daily for the first year under this Contract, increasing to no fewer than 70 and no more than 75 clients daily for all subsequent years. The Clients served by the Contractor shall be those designated as the most clinically severe, as determined by the Behavioral Health Services Provider. All services will be performed Monday through Friday during regular business hours and in observance of County holidays.
 - a. Create an individualized case management plan for clients referred from Short-Term Residential Treatment and Level II Residential Treatment at the Center. Enroll admitted clients into the Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR) benefits program, monitor the application status of clients enrolled in SOAR, and conduct follow-up as necessary.
 - b. Track and coordinate care among available Ancillary Service Providers
 - c. Participate in multi-disciplinary staffing and meetings and update the case plan and assist in the integration and coordination of services for admitted clients. Contractor shall not make decisions on clinical care. All clinical decisions shall be made by Behavioral Health Services Provider. Make referrals to ancillary services located outside of the Center based upon the individual's discharge plan, such as legal services, housing services, vocational services, and primary care. Contractor shall obtain written confirmation of referrals received by ancillary service providers located outside of the Center.

Fundraising and Service Development

The Contractor shall provide grant writing and management/fundraising services as follows:

1. Identify partnership opportunities to implement Ancillary Services at the Center.
 - a. Identify funding needs for Ancillary Services based on client needs.
 - b. Apply for grants and other funding sources to support and enhance the activities and services provided at the Center.
 - c. Assist in the preparation of grant applications for the County to apply for funds to support and enhance the activities and services provided at the Center.
 - d. Provide the County a monthly report on all grants pursued and awarded, fundraising efforts and all monies raised.
 - e. Contractor shall use best efforts to obtain through grant awards and contracts at least \$1 million in non-County funds to fund Center operations.

Ancillary Services Coordination

1. Based upon available funding and County contracts authorizing such services, the Contractor shall coordinate Ancillary Services provided at the Center. These Ancillary Services may include, but are not limited to:
 - a. Primary Care
 - b. Dentistry
 - c. Optometry
 - d. Podiatry
 - e. Vocational Assistance

- f. Housing Assistance
 - g. Non-Criminal Legal Services
2. The Contractor shall draft and enter into agreements, when appropriate and based on client needs, with Ancillary Service Providers. The Contractor shall obtain written approval from the County prior to entering into any agreements with Ancillary Service Providers. The Contractor shall perform contract management for the established agreements between Contractor and the respective Ancillary Service Provider. Contract management shall include:
 - a. The monitoring of Ancillary Service Provider activities.
 - b. Review of reports submitted by Ancillary Service Providers to include reporting to the County any deficiencies in services being provided by Ancillary Service Providers.
 - c. Take curative or remedial actions to ensure full performance of Ancillary Services.

Partnership with Educational Institutions Services

Based upon available funding from non-County sources, the Contractor shall partner with educational institutions as follows:

1. Partner with educational institutions to produce a written report that identifies best practices and innovative approaches for the care and treatment of the clients being served at the Center. This report shall be completed and submitted to the County within 365 days of the commencement of Center operations, which timeframe may be extended by the County upon written request of Contractor, which extension shall not be unreasonably withheld.
2. Coordinate training at least once quarterly with educational institutions and other experts in the field of behavioral health and substance abuse to be delivered by Contractor to all providers within the Center to promote professional development. Topics covered during training will include training targeted to improve any deficiencies found within the Contractor's Quality Assurance (QA) process, and trainings required to comply with licensing requirements.
3. Coordinate with educational institutions and other experts, under the direction of the County and in collaboration with Center Stakeholders, to develop a research and evaluation plan for the Center, which includes tracking of relevant client data post discharge within 180 days of Center opening. The deadline to develop a research and evaluation plan for the Center may be extended by request of the Contractor.

b) DELIVERABLES AND PERFORMANCE MEASURES

Deliverable Number	Deliverable	Deliverable Type	Frequency of Deliverable OR Due Date
1	Ancillary Services Coordination Services	A written report that details current progress or status on how these services are being provided; minimum services to be offered to the clients of the Center are those set forth in the Requirements section below.	Due Monthly
2	Case Management Services	A written report on the number of intakes, SSI/SSDI and SOAR applications and results, post-discharge arrest data (if applicable), discharges, and referrals monthly.	Due Monthly
3	Partnership with Educational Institutions Services	A written report that details current progress or status on partnership efforts and educational institution activities involving the Center. Any reports or findings of educational institutions shall be shared with the Project Manager and for use by the County but shall not constitute Developed Works.	Due Monthly
4	Grant writing and management/fundraising Services	A report that details the procurement of Ancillary Services, lists and describes all grants applied for, including the amount applied for and the scope of services sought to be funded by the grant, and amount of grant awards, if any.	Due Monthly

Performance Measures

The Contractor will be responsible for the following performance measures. It is understood that the Contractor is not in charge or control of the Center's admittance and discharge processes. As such the Contractor will only be held responsible for performance measures for clients that have been referred from the Behavioral Health Services Provider and accepted by the Contractor and discharged following Center discharge policies and procedures. The Contractor is responsible for tracking dates of referrals and dates of discharge for those where the Contractor participates and admits to case management:

1. 100 percent of individuals that are admitted to residential services at the Center (Short Term and Level II Residential) and admitted to Case Management Services will have a case plan developed to include linkages to Ancillary Services available.
2. 100 percent of individuals discharged from Case Management Services will have a case discharge plan that includes community linkages and follow up appointment where needed.

c) ADDITIONAL REQUIREMENTS

The Contractor will have the following additional requirements:

1. Work closely with Behavioral Health Services Provider to obtain necessary documents and assist clients with applications for and maintenance of Medicaid, Medicare, and other benefits that can pay for or reimburse the County for eligible services provided at the Center.
2. Coordinate meetings with community-based organizations (in-person or virtual) to establish partnerships that enhance the continuum of care.
3. Establish partnerships with County departments to address the needs of clients being served. Collaborate with County Staff and Behavioral Health Services Provider on integrating an electronic health record system and a standardized data entry process across all platforms for the Center.
4. Participate, when requested by the County, in the hiring panel of key Center personnel.
5. For clients referred to the Center from the Eleventh Judicial Circuit's jail diversion program, provide updates of services received at the Center to the assigned diversion case manager or other appropriate staff, ensuring that services are consistent with diversion plan from the Eleventh Judicial Circuit.
6. The Contractor will designate a representative from the organization to work as the liaison to the County's Community Services Department (CSD) Public Information Officer (PIO). All media requests must be forwarded to the CSD PIO, Chief of Public Safety, and the Mayor's Communications team. Approval must be received from the Mayor's Communications team before contact is made with the media.
7. Report any lawsuit filed in any court regarding the Contractor's Scope of Work to the County within 5 days.
8. Ensure that Services are delivered in accordance with County, State of Florida, and federal laws.
9. Participate with the County and Center Stakeholders at meetings to discuss service utilization and work with the team to provide recommendations for budget reallocations and service modifications.
10. Ensure the confidentiality of client records and protected health information obtained and/or shared by the Contractor for purposes of this Scope of Work.

d) FACILITIES ACCESS AND MAINTENANCE

1. Access: The Contractor and County shall agree on a written plan for Contractor to have assigned space in the Center from where to provide its services. The County may alter that space allocation from time to time depending on expansion of services, needs of other operators in the Center, and Contractor operation needs. Contractor and County shall work together to revise said plan when Ancillary Service Providers desire or need space within the Center to perform services.
2. Maintenance/Furniture:
 - a. The County shall be responsible for:
 - i. General maintenance of the Center building and property. General maintenance shall include utilities, pest control, fueling and testing of the emergency generator, fire alarm system and fire

- suppression system maintenance and monitoring, gate maintenance, grounds maintenance, major systems maintenance (roof, windows, structural elements of the building, electrical systems, plumbing systems, HVAC systems).
 - ii. Perimeter security, security at entrances and exits to the Center, and security systems in place for building access, including, but not limited to, card readers, security cameras, and locks.
 - iii. Janitorial services.
 - iv. Appointing a designated Facility Manager(s) and establishing a system for the Contractor to timely report necessary building repairs. This information shall be provided to Contractor within 30 days of execution of this agreement.
- b. Contractor shall be responsible for:
- i. Maintenance, safety and cleanliness of equipment purchased by Contractor.
 - ii. The Contractor acknowledges that the County has purchased all the furniture for the client rooms and common areas of the Center, including the client rooms and common areas where Contractor will operate. Contractor may purchase additional furniture and equipment in accordance with the Budget attached hereto or, if not accounted for in said Budget with non-County funds.
 - iii. Reporting any necessary building repairs to the designated County Facility Manager through reporting system required by the County within 24 hours of Contractor becoming aware of a condition requiring repair. Contact information for the Facility Manager and information pertaining to the reporting system shall be provided to the Contractor within 30 days of execution of this agreement.
 - iv. Complying with and maintaining the confidentiality of the Emergency Management Plan developed in coordination with Center Stakeholders.

e) **CHANGE REQUESTS**

Amendments to the Scope of Services will require a written description of the proposed revisions and written approval by both Parties and may be subject to the approval of the Board of County Commissioners. If either party desires to make any changes to this Scope of Services, a description of the requested change shall be submitted to the other party. Contractor shall evaluate the requested change and determine whether there are any costs or scheduling impacts due to the requested change. Contractor shall formally propose the cost of the change to the County. The County shall then determine whether to approve, disapprove or defer implementation of the requested change and return a copy of the formal change order with its action noted thereon to Contractor. Contractor shall not be obligated to perform, and the County shall not be obligated to pay for any changes unless the County's approval of the change is formalized by mutual agreement. For Contractor change requests, the County shall consider the request and respond in writing within a reasonable time.

f) **PRICING & PAYMENT**

The Services associated with this Scope of Services shall be billed on a fixed price basis for the term of the Contract, including any extension periods under this Agreement. The County agrees to pay the Contractor the Annual Contract Amount for the Scope of Services in amounts not exceeding \$1,633,750 in year 1, and \$1,124,065 in year 2, and \$1,412,046 in year 3. The amount payable for all renewal periods shall not exceed the amount payable in the prior year increased by an inflation factor of 3.5 percent. Payment is subject to the budget and appropriation on an annual basis by the Miami-Dade Board of County Commissioners of said amounts.

Contractor shall submit invoices after the County's acceptance and approval of the applicable deliverables detailed above. The invoice will provide a summary of the reimbursement request, including an explanation of the good or service provided and proof of payment. Detailed instructions for submitting invoices are included in Attachments A, A-1 and A-2.

Upon proper and complete execution of this Contract (to include proof of insurance), the County may provide the Contractor with fifteen percent (15%) of the Annual Contract Amount for the applicable Contract Year in advance. Thereafter, for each month of satisfactory performance as documented by the submission of a proper monthly progress report and a quarterly report of actual expenditures approved by the County, the County will pay the Contractor the remaining contract amount in 1/11th increments.

g) **ATTACHMENTS**

The following attachments are part of this Scope of Services:

<u>Attachment</u>	<i>Topic</i>
-------------------	--------------

A Instructions for Detailed Submittal of Invoices
A-1 Acknowledgement of Checklist Requirements for Submittal of Invoices
A-2 Contractor Invoice Checklist

Attachment A
Instructions for Detailed Submittal of Invoice/Expense Reports

The Contractor shall for each monthly invoice comply with the following:

A. Each invoice must provide an explanation of the service(s) provided warranting payment. Specifically, for actual services rendered, each invoice shall break down project, task, time expended, employee name, and job level as it relates to the Agreement for which efforts are covered.

B. The work product and related documents must show proof of purchase or service rendered and proof of payment by Contractor, with such proof to include, but not limited to the following, as applicable:

1. Proof of payment (Invoice, Bank Statement);
2. Proof of service rendered;
3. Collateral memoranda;
4. Reports provided to the County;
5. Other evidence of the service performed, which supports the deliverable to be provided.

C. Signed Invoice Checklist per Attachment A-2

Attachment A-1
Acknowledgement of Requirements for Submittal of Invoices

- 1) All charges listed on invoice must have been incurred within the period of performance of the applicable Contract Year.
- 2) All charges listed on invoice are within the amount payable in the Scope of Services and all applicable supporting documentation is attached.
- 3) A signed Company Invoice Checklist (Attachment A-2) is submitted with each invoice.
- 4) Work product and related documents must be included, as described in the Scope of Services.

CERTIFICATION and ACKNOWLEDGMENT

"Contractor hereby acknowledges that it has read and understood this "Checklist for Submission of Invoices", and Contractor understands that failure to comply with these instructions may cause delay in the payment of my invoices and that the County, at its sole discretion, shall not pay charges that are not supported by the required documentation."

CONTRACTOR:

Signature: _____ Date: _____

Attachment A-2

Contractor Invoice Checklist
(sign and include with all invoice submissions)

Company Name: _____			Invoice Number: _____		
YES	NO	N/A	ITEMS		
			Is the Invoice within Contract Term per the Scope of Services (SOS)?		
			Will the sum of aggregate charges, including this invoice, against the applicable SOS fall below the annual contract amount in the SOS?		
			Is the Contractor's work product, as defined by the SOS, and related documents attached such as receipts, invoices, cashed checks, bank statements, etc. included with supporting documentation?		
			Does the invoice include sufficient itemized detail as to the work performed and the nature of the actual service?		
			Has the Company received confirmation from the County that the contracted task(s) were completed to the County's satisfaction and within the terms of the SOS?		
Additional Comments:					

APPENDIX B

The Advocate Program Budget

Advocate Program			Year 1	Year 2	Year 3
Personnel			\$ 1,066,300.00	\$ 1,119,615.00	\$ 1,175,595.75
Supples			\$ 30,250.00	\$ 30,250.00	\$ 30,250.00
Contractual Services			\$ 225,000.00	\$ 75,000.00	\$ 75,000.00
Operating			\$ 370,000.00	\$ 120,000.00	\$ 120,000.00
Overhead			\$ 240,000.00	\$ 240,000.00	\$ 240,000.00
Equipment			\$ 105,000.00	\$ -	\$ -
Total Expenses			\$ 2,036,550.00	\$ 1,584,865.00	\$ 1,640,845.75
Grants (Expected Revenue)					
BMSF			\$ 324,000.00	\$ 432,000.00	\$ -
Miami Foundation			\$ 78,800.00	\$ 28,800.00	\$ 228,800.00
Total Expected Revenue			\$ 402,800.00	\$ 460,800.00	\$ 228,800.00

APPENDIX C

OAL1

(04-24-08 version)

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4563

THIS LEASE AGREEMENT (hereinafter referred to as the "lease"), made and entered into this 5th day of September 2008, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained does hereby lease to said LESSEE the property described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "Leased Premises".
3. TERM: The term of this lease shall be for a period of 30 years, commencing on May 7, 2008, and ending on May 6, 2038, with two thirty (30) year renewal periods, upon approval of both parties, provided LESSEE notifies LESSOR in writing of its intent to exercise said renewal(s) at least ninety (90) days prior to the thirtieth (30th) and sixtieth (60th) anniversaries of this lease. Notwithstanding the foregoing, if the Florida Legislature enacts legislation that permits counties to enter into leases for ninety-nine (99) years, then the term of this lease shall automatically extend to a term of ninety-nine (99) years without any further actions of the parties being required

and the expiration date of this lease shall change to May ¹~~31~~, 2107.
The "effective date" of this lease shall be the execution date.

4. RENTAL PAYMENT: LESSEE shall pay to LESSOR the annual rental sum of One (\$1.00) Dollar. Each lease payment shall be paid by certified or cashier's check on or before June 30th of each year, beginning June 30, 2008.

5. PURPOSE: The LESSEE shall operate and/or manage the Leased Premises only for the establishment and operation of a mental health diversion facility and/or correctional facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 10 of this lease.

6. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the Leased Premises for all purposes necessary and to the full quiet enjoyment by LESSEE of the rights conveyed herein.

7. ASSIGNMENT BY LESSOR: If the interests of LESSOR under this lease shall be transferred voluntarily or for any other reason, LESSEE shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the remaining term of this lease, and any extension or renewals thereof in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the lessor under this lease, and LESSEE does hereby agree to attorn to the Purchaser as its lessor, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of LESSOR under this lease. The respective rights and obligations of LESSEE and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LESSOR'S interests, LESSOR shall be released and relieved from all liabilities and responsibility to

LESSEE thereafter accruing under this lease or otherwise and LESSOR'S successor shall become liable and responsible to LESSEE in respect to all obligations of the Lessor under this lease.

8. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this lease.

9. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

10. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the Leased Premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The Leased Premises shall not be developed without the prior written approval of LESSOR. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the Leased Premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten (10) months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the Leased Premises. LESSEE shall not proceed with development of said Leased Premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for

which the Leased Premises are to be operated and/or managed. The approved Land Use Plan shall provide the basic guidance for the operation and/or management of the Leased Premises and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the Leased Premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

11. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR, which shall not be unreasonably withheld. Any easement not approved in writing by LESSOR shall be void and without legal effect.

12. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, which shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

13. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right with prior, ten (10) day written notice to inspect the Leased Premises and the operations of LESSEE in any matter pertaining to this lease.

14. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements by LESSEE shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and/or LESSEE's staff and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the Leased Premises by LESSEE which do not become a permanent part of the Leased Premises

will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

15. INSURANCE REQUIREMENTS:

15.1 The LESSOR acknowledges that the LESSEE is self-insured.

15.2 The LESSEE, upon the request of the LESSOR, shall provide a written letter to LESSOR, periodically, but no more than once every six (6) months, stating that LESSEE is fully self-insured and acknowledges that it is responsible for maintaining the Leased Premises consistent with the terms and conditions of this lease. At any time during the term of this lease, should LESSEE no longer elect to be self-insured, or for any other reason no longer be self-insured, then LESSOR may impose and require that LESSEE immediately secure the appropriate amount of general liability insurance, along with fire and extended risk insurance at LESSEE's sole cost and expense, and in such amounts, and from such insurance companies as the LESSOR deems reasonable. Such insurance shall then be evidenced by a certificate of insurance, which shall name the LESSOR as an additional insured under each of the policies.

16. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

17. PAYMENT OF TAXES AND ASSESSMENTS: To the extent required by law, LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Leased Premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Leased Premises.

18. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

19. TIME: Time is expressly declared to be of the essence of this lease.

20. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

21. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises and for having all utilities turned off when the Leased Premises are surrendered.

22. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the Leased Premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

23. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records reasonably relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is

terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

24. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the Leased Premises, except as required by law. The Leased Premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the Leased Premises for the benefit of LESSEE.

25. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

26. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail, return receipt request, postage pre-paid, or by a nationally recognized carrier service (i.e. FEDEX), or by hand-delivery including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, and all to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Miami-Dade County
General Services Administration
Attn: Director
111 NW 1st Street, Suite 2460
Miami, Florida 33128

COPY TO:

Miami-Dade County Attorney's Office
Attn: County Attorney

111 NW 1st Street, Suite 2810
Miami, Florida 33128

27. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice LESSEE shall be in default, provided, however, that if the nature of LESSEE's breach or non-compliance is such that more than sixty (60) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE commenced such cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion. Upon default, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

28. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the Leased Premises or as affecting said Leased Premises or adjacent properties, any act which may result in damage or depreciation of value to the Leased Premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Leased Premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress

or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, if applicable, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Leased Premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the Leased Premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to

LESSOR, all within the reporting periods of the applicable governmental agencies.

29. ENVIRONMENTAL AUDIT: Within ninety (90) days of the effective date of this lease, LESSOR shall provide LESSEE with a Phase I environmental site assessment which shall be certified to both LESSOR and LESSEE. Should the Phase I environmental site assessment, and/or LESSEE'S own environmental site assessment of the Leased Premises, reveal any environmental condition on or about the Leased Premises that LESSEE deems objectionable, then LESSEE may, in its sole discretion, terminate this lease within sixty (60) days of receiving the Phase I environmental site assessment report from LESSOR. Should LESSEE not terminate this lease within the sixty (60) day period because of the findings in the Phase I environmental site assessment, and/or due to its own environmental site assessment, then the Phase I environmental site assessment shall serve as a baseline determination from which to measure the environmental condition of the Leased Premises, and any future requirement or obligation LESSEE may have on removing any hazardous or toxic substances, pollutants, chemicals or poisons from the Leased Premises and/or otherwise being responsible for the cleanup, decontamination, remediation, restoration and/or monitoring of the Leased Premises, either before or after the Leased Premises is returned to the possession of LESSOR. Further, upon the termination or expiration of this lease, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards, and if the Phase I environmental site assessment indicates that it is reasonably necessary, the State of Florida Department of Environmental Protection, Division of State Lands may request LESSEE to provide LESSOR with a Phase II environmental site assessment.

30. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the Leased Premises to LESSOR. In the

event no further use of the Leased Premises or any part thereof is needed, prior to the expiration of this lease, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six (6) months prior to the release of any or all of the Leased Premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the Leased Premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the Leased Premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the Leased Premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the Leased Premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 21 and 38 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

31. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices, if applicable, for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the lease. Pursuant to subsection 18-2.017(8), Florida

Administrative Code, "best management practices" is defined as "methods, measures or practices that are developed, selected, or approved by agencies to protect, enhance and preserve natural resources. They include, but are not limited to, engineering, conservation, and management practices for mining, agriculture, silviculture, and other land uses, that are designed to conserve the soil and associated nutrients while simultaneously controlling nonpoint pollution to provide good overall upland management."

32. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Leased Premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of LESSOR therein.

33. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

34. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Leased Premises.

35. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water

line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

36. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

37. SUCCESSORS IN INTEREST: It is hereby agreed between LESSOR and LESSEE that all covenants, conditions, agreements, and undertakings contained in this lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

38. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the Leased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

39. MIAMI-DADE COUNTY INSPECTOR GENERAL: Both LESSEE and LESSOR understand that the Inspector General provision of Section 2-1076 of the Miami-Dade County Code shall apply to matters arising out of this lease.

40. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

41. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

[Signature]
Witness

Teresa Johnson
Print/Type Name
[Signature]
Witness

[Signature]
Print/Type Name

By: [Signature] (SEAL)
MIKE LONG
ASSISTANT DIRECTOR,
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th day of September, 2008, by Mike Long, Assistant Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

[Signature]
Notary Public, State of Florida

Print/Type Notary Name

Commission Number **Avis G. Lockett**
Commission # DD341437
Expires September 19, 2008
Commission Expires: Bonded Trust Fund - Insurance, Inc. 889-885-7814

Approved as to Form and Legality

By: [Signature]
DEP Attorney

MIAMI-DADE COUNTY, FLORIDA
By its Board of County Commissioners

[Signature]
Witness
HUGO SALAZAR
Print/Type Name
[Signature]
Witness
Arling Gonzalez
Print/Type Name

By: [Signature]
Jennifer Glazer-Moon
Print/Type Name
Title: SPEC. ASST. / OSBM DIR.

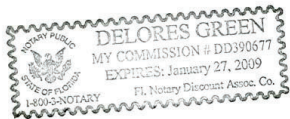


ATTEST: [Signature]
Clerk of the Board of County
Commissioners of Miami-Dade County

"LESSEE"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19th
day of June, 2008 by Jennifer Glazer-Moon and
Spec. Asst. / OSBM Director and
respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. ~~They are~~ SHE IS
personally known to me.



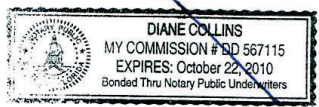
[Signature]
Notary Public, State of Florida
DeLores Green
Print/Type Notary Name

Commission Number: DD390677
Commission Expires: January 27, 2009

~~State of Florida
County of Miami-Dade~~

~~On the 7th day of August in the year 2008 before me, the undersigned,
personally appeared Elizabeth Adorna and he/she is personally known to me or
proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to on the foregoing instrument and acknowledged
to me that he/she executed the same in his/her capacity as Deputy Clerk,
and that by his/her signature on the instrument, the individual, or the
person upon behalf of which the individual acted, executed the instrument.
*of and on behalf of the Board of County Commissioners of Miami-Dade County, Florida,~~

~~[Signature]
Notary Public~~



State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this
27th day of August, 2008, by Elizabeth Adorno, as Deputy
Clerk, for and on behalf of the Board of County Commissioners of
Miami-Dade County, Florida. She is personally known to me.



Diane Collins

Notary Public, State of Florida

Diane Collins

Print/Type Notary Name

Commission No. DD 567115

Commission Expires: 10-22-2010

Non-Conservation Land Use Plan Submission

Introduction

This Land Use Plan (LUP) is intended for all Board of Trustees leases of non-conservation properties. It is intended to address the requirements of Section 253.034, Florida Statutes and 18-2.018, Florida Administrative Code. Attachments to this form are welcome if the space provided below is not sufficient. Number all attachments and reference them in the appropriate location below. Please answer all of the numbered items. Any management plan format is acceptable and you are not required to use this form; however, this form was designed to assist you in answering the questions required in Section 253.034(5), Florida Statutes, and 18-2.018, Florida Administrative Code.

Each manager of non-conservation lands shall submit to the Division of State Lands a LUP one year from the effective date of the lease (anniversary date). Additional requirements per Section 253.034(5), Florida Statutes, include: a review by the department of all short term goal accomplishments that shall be achieved within a 5-year planning period and long term goals that shall be achieved within a 10-year planning period. Five years after the approval of the initial LUP, the Parent Lessee must submit an update on all short term goal accomplishments to the Division of State Lands within 30 days of the five-year anniversary date. Every 10 years thereafter, the Parent Lessee shall submit an updated LUP to the Division of State Lands within 30 days of the 10-year anniversary date.

Each Parent Lessee is responsible for coordinating with their Sub-lessee to ensure the land use is consistent with the Parent Lessee's master plan, consistent with the authorized use, terms and conditions of the lease and 18-2, Florida Administrative Code. The Parent Lessee's master plan shall list all associated Sub-leases, as well as, the activities association with each sublease.

A letter addressed to the Division of State Lands detailing the short and long term goals accomplishments and barriers that may have prevented the accomplishment of those goals, must be received within 30 days of the 5th year lease anniversary date. Please address and email the letter to [Christopher Bass](#).

The division shall review each plan for compliance with the requirements of Section 253.034, Florida Statutes, and 18-2.018, Florida Administrative Code. Each manager is responsible for submitting to the Division of State Lands a LUP whenever the manager proposes to add new facilities, new Sub-leases, or make substantive land use or management changes that were not addressed in the lease and associated LUP. LUP's submitted by a manager shall include references to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state lands management plan.

All non-conservation LUP's shall be managed to provide the greatest benefit to the state. If you should have any issues completing this plan, please email [Christopher Bass](#) or call 850-245-2707.

Non-Conservation Land Use Plan Submission

A. General Information

1. Common name of the property: South Florida Evaluation and Treatment Facility

Lease number: 4563

Acres: 4.92

Name of agency that is managing the property:

Miami-Dade County Internal Services Department

LUP Contact person: Steven Mayers

a) Address: 111 N.W. First Street, Suite 2460

b) Phone: (305) 375-1688

c) Email: smayers@miamidade.gov

Billing Contact person: Steven Mayers

a) Address: 111 N.W. First Street, Suite 2460

b) Phone: (305) 375-1688

c) Email: smayers@miamidade.gov

Additional Contact person: Tim Coffey, Administrative Office of the Courts

a) Address: 1351 NW 12th Street, Room 226 Miami, FL 33125

b) Phone: (305) 548-5223

c) Email: tcoffey@jud11.flcourts.org

2. Provide a map, as an attachment, showing the location and boundaries of the property including: *(A map can be found at the property appraiser's site)*

a) The location and type of structures or improvements currently on the property

See Attached Exhibit 'C'

b) The location and type of proposed improvements.

See Attached Exhibit 'B'

3. Provide a legal description, as an attachment, of the property.

(A legal description can be found in the lease)

See Attached Exhibit 'A'

4. Are there any associated Sub-leases?

Yes No

If yes, please complete questions 4, 5, and 6.

Please list all Sub and Sub-Sub-leases:

(Florida Statute and Florida Administrative Code does not require a Sub-lessee to submit a management plan to the Division of State Lands for review or approval. The Parent Lessee is responsible for coordinating with their Sub-lessees to make sure they are consistent with the Parent Lessee master plan and that it includes all activities for the above referenced Sub-lessees. Please contact [Christopher Bass](#) or call 850-245-2707, for a list of all Sub -leases associated with the Parent Lease.)

Non-Conservation Land Use Plan Submission

5. Provide a map, as an attachment, showing the location and boundaries for each of the Sub-lessee properties including: *(A map can be found at the property appraiser's site)*

a) The location and type of structures or improvements currently on the property

See Attached Exhibit 'C'

b) The location and type of proposed improvements.

See Attached Exhibit 'B'

6. Provide a legal description, as an attachment, for each of the properties.
(A legal description can be found in the lease(s))

See Attached Exhibit 'A'

B. Usage of Property - (Include Parent Lessee and Sub-lessee properties)

7. Please provide a detailed description of **past** uses on the property. *For example, timber or agriculture, vacant property, private office building and parking lot, or maintenance yard.*

State forensic mental health treatment facility.

8. Please provide a detailed description of **current** uses on the property. *For example, 10,000 square foot waste water treatment plant and 100-acre spray field used to treat the city of X wastewater.*

The property is currently not in use. The tenant leased the property for the establishment and operation of a mental health diversion facility including other related services for the accomplishment of this purpose. Some of these related services will include, but are not limited to, courtroom area, Baker Act receiving – intake and assessment, crisis stabilization unit, social service and support offices, respite unit, health clinic, vocation and classroom training, conference room, short term residential treatment unit, exterior courtyards and facilities support spaces. Miami-Dade County is in the process of designing and preparing construction documents to affect these proposed uses.

9. Are you proposing any new uses to the property?

Yes

No

If so, please explain:

10. Are there any uses on the property that are not consistent with the Land Use Plan or approved use of property? *For example, the property was approved for educational purposes but there is an adjacent neighborhood where the residents are encroaching, dumping, driving on the property.*

Yes

No

If so, please explain:

This is the first LUP for this property; as such there is no inconsistency with a prior LUP. However, while the lease contemplates that Miami-Dade County will operate and/or manage the leased premises; Miami-Dade County may seek to assign the lease to a third party operator.

Non-Conservation Land Use Plan Submission

11. Please provide an analysis of the potential of the property to generate revenue to enhance the management of the property.

Services can be provided by community-based organizations (CBOs), contracted by Miami-Dade County or third party vendor, to provide mental health and substance abuse treatment services. Treatment program space in the facility can be subleased to CBOs, which will be responsible for pro rata shares of maintenance and management expenses.

12. Was there any public or local government involvement/participation in the development of this plan?

Yes No

If so, please explain:

This plan was developed with input from the 11th Judicial Circuit Criminal Mental Health Project, as well as the Miami-Dade County Internal Services Department.

C. Management Activities - (Include Parent Lessee and Sub-lessee properties)

13. Is there more than one managing agencies that could facilitate the restoration of the property?

Yes No

If so, please explain:

14. A physical description of the land which includes any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

S. 253.034(5) (i) 1.a., F.S.

The property is improved with a 181,034 square foot building, an open courtyard, and surface parking. There are no known significant natural or cultural resources on the property.

15. What is the desired property development outcome? *For instance, construction of new buildings, general building renovations, landscaping and development.*

S. 253.034(5) (i) 1.b., F.S.

Interior renovations, and reconfiguring of the interior areas, to accommodate the proposed use, including, but not limited to, replacement of all mechanical and electrical systems to state-of-the-art sustainable and energy efficient levels, in addition to the outside parking lot refurbishment.

16. What is the schedule for achieving the desired property development outcome?

S. 253.034(5) (i) 1.c., F.S.

Design completion date is expected in April 2017, permitting and bidding to be completed by March 2018. It is anticipated that construction of the renovation work will start in April 2018, with an anticipated completion date of all improvements in September 2019.

Non-Conservation Land Use Plan Submission

17. Describe the short-term and long-term development goals. *S. 253.034(5) (i) 1.d., F.S. and s. 253.034(5) (i) 2. F.S. (Short term goals shall be achieved within a 5-year planning period and long-term goals shall be achieved within a 10 year planning period.)*

a) Short-term Goal Description:

Complete design documents by April 2017.

1) Short-term Goal Activity Schedule:

Complete the design documents by April 2017, and then submit the design documents for permitting review by May 2017. Afterwards, seek to have permit issued by the appropriate governmental authority by September 2017. Then, immediately (October 2017) competitively bid the approved and permitted renovation plans, with the goal of having a contractor selected and retained by March 2018.

b) Long-term Goal Description:

Complete the renovation work by September 2019.

1) Long-term Goal Activity Schedule:

Initiate an open and competitive bidding process to bid out project by October 2017, and have contractor selected and retained by March 2018. The contractor will immediately commence the renovation work with the goal of completing the work by September 2019.

18. What are the measurable objectives to achieve the goals identified in the land use plan?

S. 253.034(5) (i) 1.g., F.S.

Completion of design documents, permit issuance, competitive bidding process, contractor selection, execution of contract, commencement of renovation work, completion of renovation work and receipt of a certificate of completion.

19. Please describe the management and control plan to prevent/control invasive, non-native plant species. *s. 253.034(5)(i)1.e., F.S. (Information on the non-native plant species can be found at [Go to Invasive Species Info](#) and information on the control methods for those non-native plant species can be found in the control plans listed on the site.)*

Existing 25 year old original landscaping is primarily in place and will be refurbished as necessary. All new landscaping has been selected in accordance with City of Miami landscaping regulations and will be in compliance with native vegetation/non-native restrictions. All landscaping and facility grounds will be maintained by third-party maintenance contract and are required by the City of Miami to be kept in good condition.

20. Please describe the management and control plan for soil erosion and soil and water contamination. *S. 253.034(5) (i) 1.f., F.S.*

During the course of the renovation work, soil erosion and control measures, as well as sediment control measures will be required in accordance with DEP, Florida Statutes and Florida Building Code regulations, as well as Miami-Dade County requirements.

Non-Conservation Land Use Plan Submission

D. Facility Maintenance

Fire Safety Systems Inspections

21. Fire Safety System Contractor

Contact Person: Dorys Martinez, Metro Dade Security Systems, Inc.

- a) Address: 13616 S.W. 142 Avenue, Unit #31, Miami, Florida 33186
- b) Phone: (305) 235-2390
- c) Email: dmartinez@metrodadesecurity.net

22. Last date building was inspected:

Fire alarm panel has not been inspected. The property is slated for renovation work, including the replacement of the fire alarm system.

23. List of the Deficiencies:

None at this time.

24. Date deficiencies were corrected:

None at this time.

25. Date inspected and approved by State Fire Marshal's Office.

To be inspected during upcoming renovation project.

General Building Inspections

26. General building inspection date:

Final Inspection will occur prior to issuance of certificate of completion.

27. List of building deficiencies in each subsection.

a) Structural issues (Concrete, steel, wood):

Not applicable at this time.

b) Roof System (Surface material, condition, age, remaining useful life):

Existing built-up roof system is +/-10 years old with +/-10 year life remaining and has no observable deficiencies.

c) Building Envelope (Roof and sidewalls including windows and doors):

Existing concrete masonry exterior walls and exterior insulation finish system appear in serviceable condition. Windows and doors are proposed to be inspected and repaired to serviceable and working order.

d) Interior Finishes (Floors, walls, ceiling):

Existing VCT/Vinyl/carpet tile floor, painted plaster/gyp/block walls and acoustic lay-in are dated and are proposed to be replaced with new sustainable materials and new painting.

e) Heating, Ventilation, A/C:

Central cooling tower and chilled water system with central mechanical units and air handlers are proposed to be replaced and upgraded with new energy efficient and sustainable equipment.

f) Electrical System and Components

1600 Amp Life Safety service and 3200 Amp general electrical service from FP&L. Maintenance will include testing, repairs, or upgrading as required serving the new proposed loads in an energy efficient and sustainable manner.

Non-Conservation Land Use Plan Submission

g) Plumbing System and Fixtures:

Existing systems are connected to city provided domestic water and sanitary system. Plumbing systems are proposed to be improved with low flow energy efficient and sustainable plumbing fixtures, hot water boilers systems.

h) Landscaping:

Existing mature trees, landscaping and variety planting and lawns are in need of pruning and maintenance. Existing landscaping is proposed to be augmented with new plant material in selected areas throughout the premises. Existing lawn irrigation systems will be upgraded to provide coverage for all plant material.

i) Hardscape (Walks, roadways, drives, parking areas):

Existing asphalt parking areas with wheel stops, concrete walkways with curb cuts and access to surrounding city streets that are in need of repair and upgrading will be repaired and upgraded as required to ensure that they are serviceable and working conditions and providing required accessibility throughout.

j) Storm water Drainage:

Existing storm water system and conveyance below ground to French drain storage system are existing and in good working order. Proposed improvements will be to clean existing seepage piping and catch basins to remove all leaves and other deleterious materials.

28. Are there any planned upgrades or modifications to the facilities on site?

Yes No

(If you answered yes, please contact the Division of State Lands for review and approval of any and all planned upgrades or modifications to the facility or site.)

If so, please list upgrades or modifications and expected start and completion time

Complete remodel of existing building, and upgrades of existing building systems, to support new use as Mental Health Diversion Facility including: court area, Baker Act receiving/intake/assessment, crisis stabilization unit, social service and support offices, respite unit, health clinic, vocational and classroom training, conference rooms, short term residential treatment unit, exterior courtyards and facilities support spaces.

Anticipated start of renovation work is March 2018, with and 18 month construction period. (Completion September 2019).

Refer to the attached plan (Exhibit 'B') for details of the planned renovation work.

29. If this lease is to a State Agency, have you submitted a Legislative Budget Request?

Yes No

If so, what year are the funds expected

N/A

Non-Conservation Land Use Plan Submission

E. Contamination

30. Any known contamination on site?

Yes No

If so, list them:

.....

31. Are there any institutional controls in place?

Yes No

(Institutional controls provide notice to the public in the form of a deed notice or classification exception area that contaminants remain in the soil and or groundwater above the Department's standard. These controls include mechanisms used to limit human activities at or near a contaminated site as well as ensuring the effectiveness of the remedial action over time. Common examples of such controls may include structure, land, and natural resource use restrictions, well restriction areas, ground water classification exception areas, deed notices, and declarations of environmental restrictions.)

If so, list them:

.....

32. Are there any engineering controls in place?

Yes No

(Engineering controls are used as part of a final remedy in remediation that allows contamination to remain onsite above Department standards. These controls consist of any physical mechanism to contain or stabilize contamination while ensuring the effectiveness of a remedial action over time. Common examples of such controls include caps, covers, dikes, trenches, leachate collection systems, signs, fences, physical access controls, ground water monitoring systems and ground water containment systems, slurry walls and ground water pumping systems.)

If so, list them:

.....

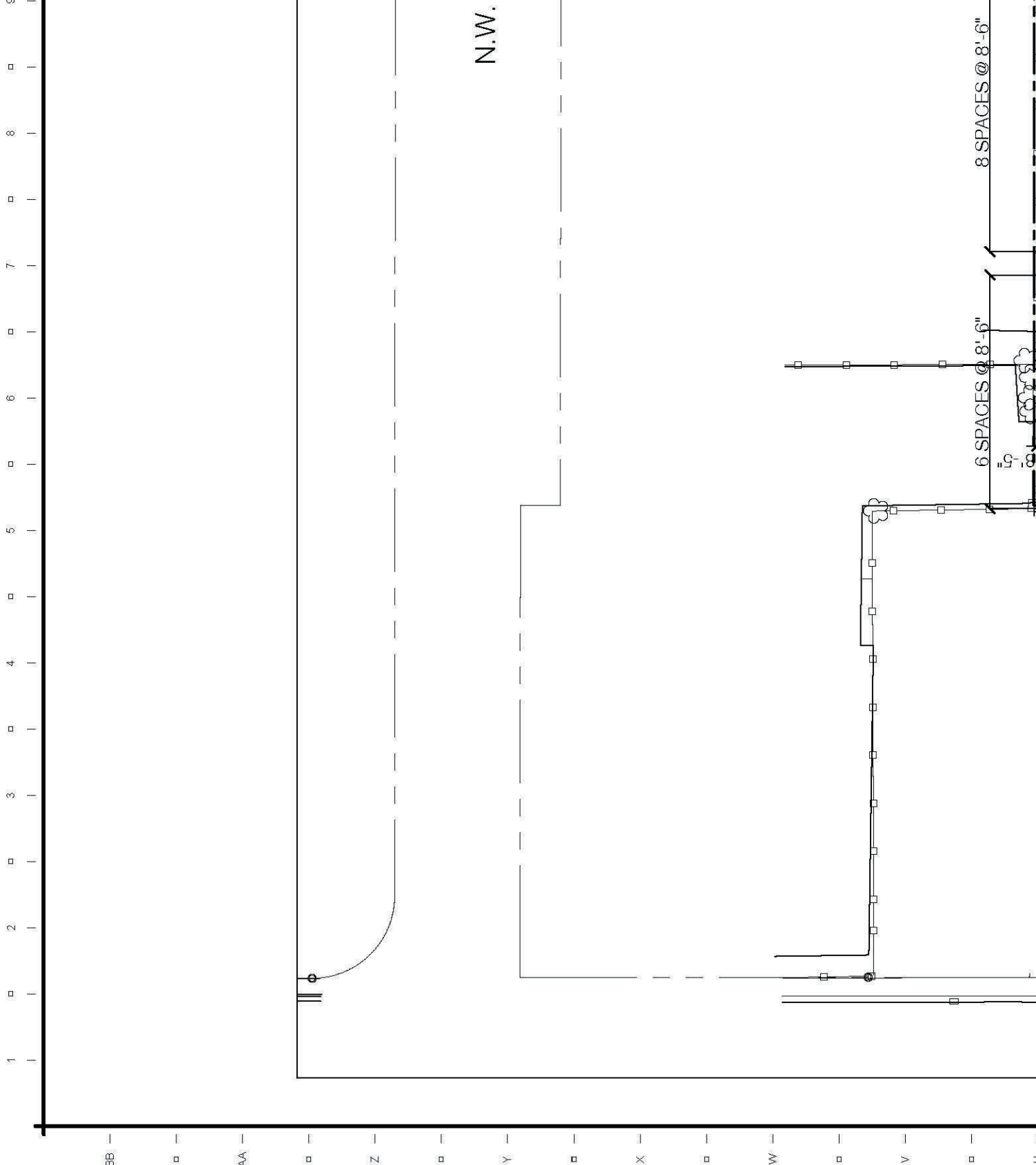
33. Is there any contamination on adjacent properties?

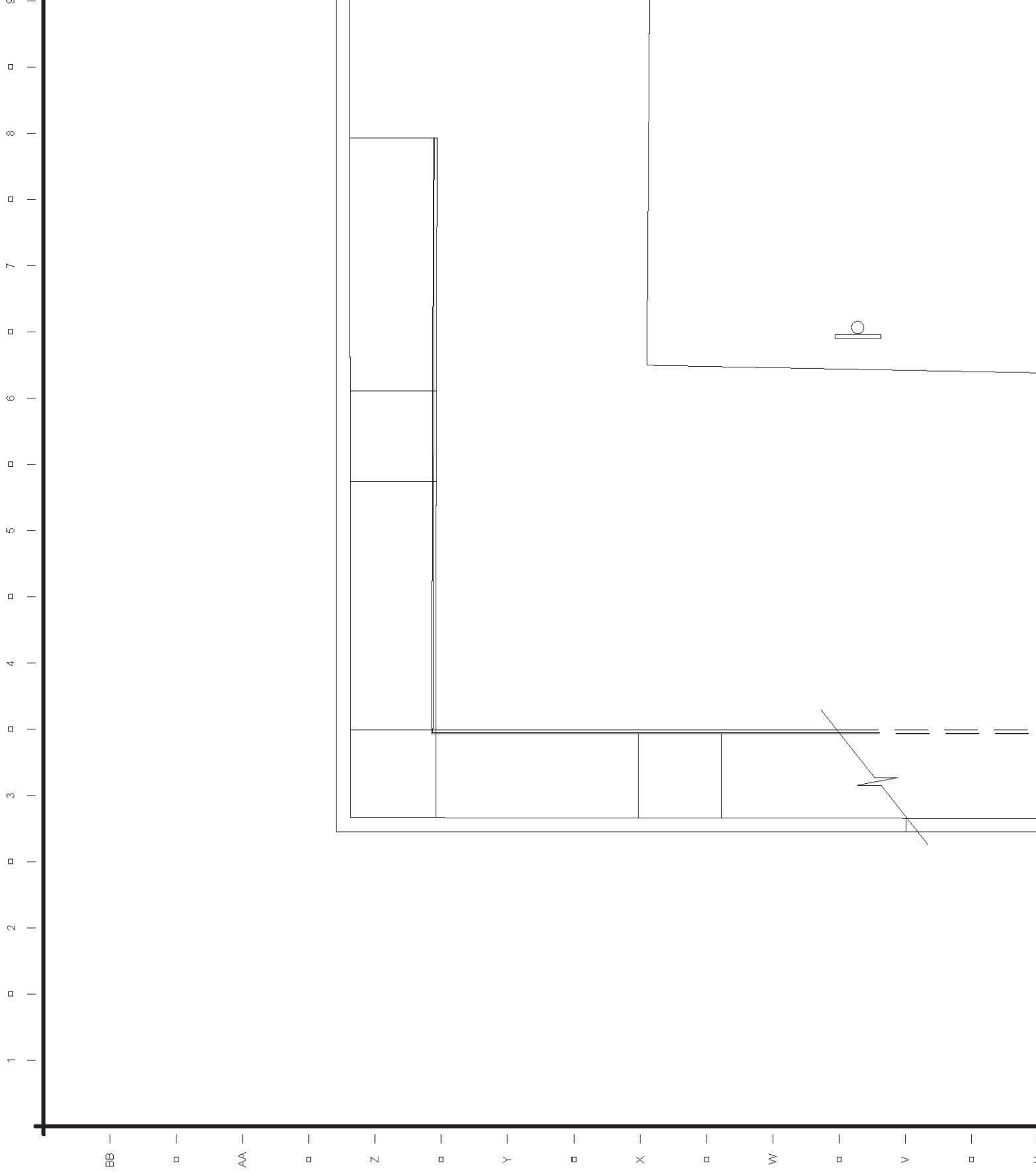
Yes No

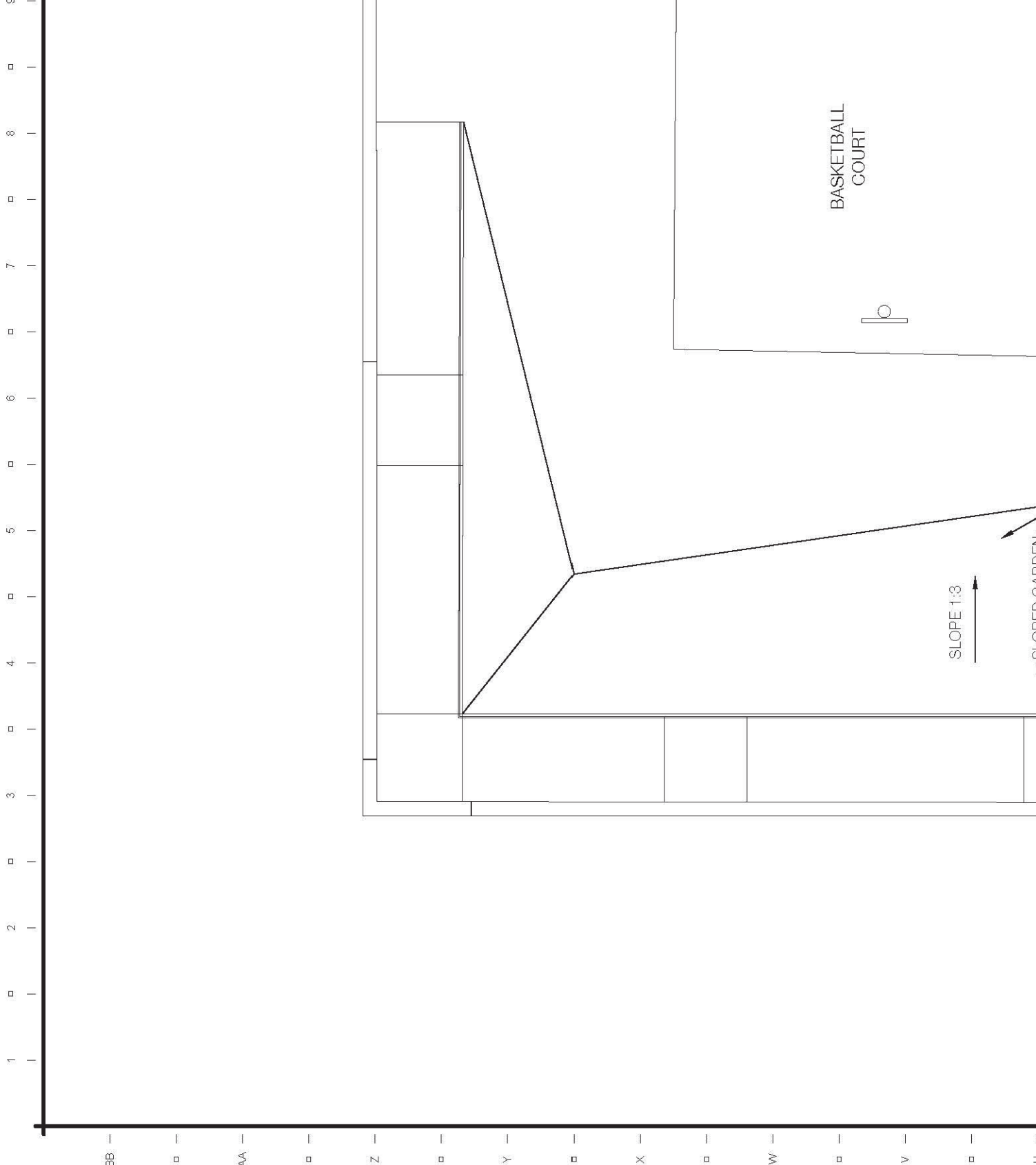
None known.

If so, list what adjacent properties

.....







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APPENDIX D



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) <small>Bidder's/Proposer's Legal Company Name</small> of Section 287.138, F.S.
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.
Print Name of Bidder's/Proposer's Authorized Representative: _____
Title of Bidder's/Proposer's Authorized Representative: _____
Signature of Bidder's/Proposer's Authorized Representative: _____
Date: _____

APPENDIX E



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

APPENDIX F



Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (County) Resolution No. [63-14](#), proposed vendors and contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board of County Commissioners for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; and,
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All the above information shall be attached to the executed Contractor Diligence Affidavit (*this Affidavit*) and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:

For the sole purpose of an oral presentation and/or recorded negotiation meeting and sessions, the listed individuals **shall not** be required to separately register as lobbyists or pay any registration fees, in accordance with [Ordinance No. 21-73, Relating to Conflict of Interest and Code of Ethics](#). The Lobbyist Registration Affidavit (*this Affidavit*) shall list all technical experts or employees of Principal whose normal scope of employment does not include lobbying and whose sole participation involves appearance at the meeting.

No individual shall appear before a Miami-Dade County evaluation, selection, technical review or similar committee or subcommittee, and/or recorded negotiation meeting or sessions involving the above-referenced procurement matter, unless specifically listed herein or registered as a lobbyist with the Clerk of the Board and has paid all applicable fees.

Nothing contained herein shall prohibit the Principal from amending any filed Lobbyist Registration Affidavit if any information changes and/or if additional individuals are authorized (by Principal) to participate in an oral presentation and/or recorded negotiation meeting and sessions. Amended Affidavit shall be filed by County Procurement staff with the Clerk of the Board, prior to the oral presentation and/or recorded negotiation meeting or sessions.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:

APPENDIX H

SUBCONTRACTING FORM

Solicitation Number _____

Vendor Name _____

Federal Employer Identification Number (FEIN) _____

Complete "A" or "B":

A. No subcontractors or direct suppliers will be utilized pursuant to this solicitation.

B. The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	FEIN	Name of Principal Owner	Scope of Work to be Performed by Subcontractor /Subconsultant	Subcontractor / Subconsultant License (if applicable)
Business Name and Address of First Tier Direct Supplier	FEIN	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	

And

	Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors/subconsultants:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors/subconsultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/subconsultant via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors/subconsultants and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors/subconsultants or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

Signature of Vendor's Representative

Print Name

Print Title

Date

EXHIBIT 3

Miami-Dade County

Opioid Funding Disbursement and Implementation Plan

Fiscal Years 2025-2026 to 2030-2031

Overview

Miami-Dade County (“County”), like countless other local, tribal, and state governments across the United States, has been severely affected by the opioid epidemic. In recognition of and response to the epidemic, the Miami-Dade Board of County Commissioners (“Board”) has taken deliberate and decisive legislative action to preserve the health, safety, and socio-economic well-being of our residents and visitors.

The Miami-Dade County Opioid Funding Disbursement and Implementation Plan (“Plan”) outlines the County’s use of funding recovered in *In Re: National Prescription Opiate Litigation* MDL No. 2804 (“Opioid Litigation”) or any related matter (“Opioid Funding”) for Fiscal Years 2025-2026 through 2030-2031, in a manner that is consistent with the Florida Opioid Allocation and Statewide Response Agreement (“Allocation Agreement”)¹. The Plan details funding allocation and focus areas.

Opioid Funding will support services provided at the mental health diversion facility, commonly referred to as the Mental Health Center, located at 2200 NW 7th Avenue, Miami, Florida 33127 (“Center”). The Center will serve individuals who have severe mental illness and co-occurring substance use disorders or Opioid Use Disorders and are repeatedly cycled in and out of the 11th Judicial Circuit’s Criminal Mental Health Project Jail Diversion Program. The Village South, Inc. (“Provider”), a subsidiary of WestCare Foundation, Inc., will serve as the primary clinical service provider and operator at the Center, delivering services to include assessment, intake, placement, detoxification, treatment of co-occurring substance use, mental health care, and crisis stabilization.

The County anticipates having approximately **\$46,999,392** available when the Center opens in Fiscal Year 2025–2026, based on Year 5 Opioid Funding received to date and projected allocations from Years 6 through 8, which includes interest accrued by Opioid Funding already received by the County. The County will allocate at least **95 percent**, or approximately **\$44,649,422.40**, of the Opioid Funding to pay for the services described above and may retain up to the allowable **5 percent**, or approximately **\$2,349,969.60**, administrative fee. Over the term of this Plan approximately **\$73,813,687.39** will be allocated to Approved Uses at the Center. Approved Uses include Core Strategies specified in the Allocation Agreement as described below. To date, the County has utilized **\$58,048.09** of such administrative fee required for the personnel cost for the administration of the funding in its entirety through its Office of Management and Budget.

The Florida Opioid Allocation and Statewide Response Agreement

The Allocation Agreement establishes the framework for the allocation and use of settlement funds recovered by the State of Florida (“State”) in the Opioid Litigation including settlement

¹ In the event of any inconsistency, ambiguity, or conflict between this Plan and the Allocation Agreement the terms of the Allocation Agreement shall prevail.

agreements and funds recovered in bankruptcy cases over an 18-year period. All Opioid Funding recovered is distributed into three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

In accordance with the Allocation Agreement, the County is authorized to recover funding from the City/County Fund and Regional Fund because it is a Qualified County. The funding the County receives from the City/County Fund is for the County's sole use. Although the County receives the entire Regional Fund, it only keeps a portion of such funding and administers and distributes the balance to municipalities in the County that have satisfied certain conditions.

18-Year Disbursement Plan to the County

The total 18-year distribution allocated to the County is expected to be approximately **\$77,698,618.30**; the full 18-year disbursement projection and breakdown for the City/County Fund and Regional Fund are attached hereto and incorporated herein as Exhibit A.

The table below displays the combined disbursements for Years 1 to 8 of Opioid Funding. The City/County and Regional funding information is provided directly from the following sources:

- 1) *State of Florida Attorney General's Website:*
<https://www.myfloridalegal.com/opioid-settlement>
- 2) *Florida Opioid Settlements Portal:*
<https://app.smartsheet.com/b/publish?EQBCT=ff1143317c264ed9be332f9051fb5a53>

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Funding Allocation, Implementation Timeline, and Monitoring

I. Approved Uses and Core Strategies

I. Crisis Stabilization Unit/Detoxification Services at the Center

- **Amount:** As needed, and not to exceed \$46,999,392.
- **Description:** The County will operate a Crisis Stabilization Unit with Detoxification
- Services at the Center will have a capacity of 10 beds and operate on a twenty-four-hour basis.
- Provision of the above-noted services will consist of, but not be limited to, the following Approved Uses:
 - i. Expanding the availability of treatment for Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration (“FDA”);
 - ii. Supporting and reimbursing evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions;
 - iii. Treating individuals with OUD and family members for trauma, and training health care personnel to identify and address such trauma;
 - iv. Supporting evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions;
 - v. Providing the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services;
 - vi. Providing counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions;
 - vii. Providing people with OUD and any co-occurring SUD/MH conditions with access to housing, including supporting housing, recovery housing, housing assistance programs training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
 - viii. Providing community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions;
 - ix. Supporting hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach;
 - x. Supporting crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose;
 - xi. Expanding warm hand-off services to transition to recovery services;
 - xii. Supporting pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services;
 - xiii. Supporting treatment and recovery courts that provide evidence-based options

- xiv. Providing evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities;
 - xv. Supporting critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and services needs and risks upon release from correctional settings.
 - xvi. Providing resources to staff government oversight and management of opioid abatement programs.
 - xvii. Providing funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
- Provision of these services will also consist of, but not be limited to, the following Core Strategies:
 - i. Increasing distribution of naloxone or other FDA-approved drugs to reverse opioid overdoses to individuals who are uninsured or whose insurance does not cover the needed service;
 - ii. Increasing distribution of MAT to non-Medicaid eligible or uninsured individuals;
 - iii. Providing treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services;
 - iv. Expanding warm hand-off services to transition to recovery services;
 - v. Hiring additional social workers or other behavioral health workers to facilitate the expansions listed herein and in Section E of Exhibit A of the Allocation Agreement; and
 - vi. Providing evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH conditions within and transitioning out of the criminal justice system.

2. Short-Term Residential Services at the Center

- Amount: As needed, and not to exceed \$46,999,392.
- Description: The County will provide Short-Term Residential Services at the Center with a capacity of 20 beds.
- Provision of the above-noted services will also consist of, but not be limited to, the following Approved Uses:
 - i. Expanding the availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of MAT approved by the FDA;
 - ii. Supporting and reimbursing evidence-based services that adhere to the ASAM continuum of care for OUD and any co-occurring SUD/MH conditions;
 - iii. Treating individuals with OUD and family members for trauma, and training health care personnel to identify and address such trauma;
 - iv. Supporting evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions;

- v. Providing comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, and/or childcare.
- vi. Providing the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
- vii. Providing counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
- viii. Providing people with OUD and any co-occurring SUD/MH conditions with access to housing, including supporting housing, recovery housing, housing assistance programs training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
- ix. Providing community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
- x. Supporting hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
- xi. Supporting crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
- xii. Expanding warm hand-off services to transition to recovery services.
- xiii. Supporting pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- xiv. Supporting treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
- xv. Providing evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities;
- xvi. Supporting CTI, particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and services needs and risks upon release from correctional settings.
- xvii. Providing resources to staff government oversight and management of opioid abatement programs.
- xviii. Providing funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
- Provision of these services will also consist of, but not be limited to, the following Core Strategies:
 - i. Increasing distribution of naloxone or other FDA-approved drugs to reverse opioid overdoses to individuals who are uninsured or whose insurance does not cover the needed service;

- ii. Increasing distribution of MAT to non-Medicaid eligible or uninsured individuals;
- iii. Providing treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services;
- iv. Expanding warm hand-off services to transition to recovery services;
- v. Broadening the scope of recovery services to include co-occurring SUD or mental health conditions;
- vi. Providing comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare;
- vii. Hiring additional social workers or other behavioral health workers to facilitate the expansions listed herein and in Section E of Exhibit A of the Allocation Agreement; and
- viii. Providing evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system.

3. Residential Level II Services at the Center

- **Amount:** As needed, and not to exceed \$46,999,392.
- **Description:** The County will provide Residential Level II Services at the Center with a capacity of 45 beds.
- Provision of the above-noted services will also consist of, but not be limited to, the following Approved Uses:
 - i. Expanding the availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of MAT approved by the FDA;
 - ii. Supporting and reimbursing evidence-based services that adhere to the ASAM continuum of care for OUD and any co-occurring SUD/MH conditions;
 - iii. Treating individuals with OUD and family members for trauma, and training of health care personnel to identify and address such trauma;
 - iv. Supporting evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions;
 - v. Providing comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
 - vi. Providing the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
 - vii. Providing counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
 - viii. Providing people OUD and any co-occurring SUD/MH conditions with access to housing, including supporting housing, recovery housing, housing assistance programs training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
 - ix. Providing community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH

- conditions.
- x. Supporting hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
- xi. Supporting crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
- xii. Expanding warm hand-off services to transition to recovery services.
- xiii. Supporting pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- xiv. Supporting treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
- xv. Providing evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities;
- xvi. Supporting CTI, particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and services needs and risks upon release from correctional settings.
- xvii. Providing resources to staff government oversight and management of opioid abatement programs.
- xviii. Providing funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis
- Provision of these services will also consist of, but not be limited to, the following Core Strategies:
 - i. Increasing distribution of naloxone or other FDA-approved drugs to reverse opioid overdoses to individuals who are uninsured or whose insurance does not cover the needed service;
 - ii. Increasing distribution of MAT to non-Medicaid eligible or uninsured individuals;
 - iii. Providing treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services;
 - iv. Expanding warm hand-off services to transition to recovery services;
 - v. Broadening the scope of recovery services to include co-occurring SUD or mental health conditions;
 - vi. Providing comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare;
 - vii. Hiring additional social workers or other behavioral health workers to facilitate the expansions listed herein and in Section E of Exhibit A of the Allocation Agreement; and
 - viii. Providing evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system.

II. Implementation Timeline

- Fiscal Year 2025-2026: Begin Center operations.
- Fiscal Years 2026-2027 to 2030-2031: Continue Center operations.

III. Program Requirements for Providers

This Plan as well as the requirements reflected in the Allocation Agreement, section B. Terms, 10. Program Requirements a. - h., shall be incorporated in all agreements and required of every entity that receives Opioid Funding, including agreements for the provision of services at the Center.

IV. Monitoring and Evaluation

To ensure adherence to the terms of the Allocation Agreement and the effectiveness of funded programming, the County will conduct regular monitoring and evaluation of all programming supported with Opioid funding. However, given the novel approach the County is implementing to combat the opioid epidemic and treat many prevalent SUD/MH conditions, the County will be flexible in its approach and may be required to adjust the distribution of Opioid Funding or programming to reflect evolving needs of the Center or its clients. Any such adjustments will be accordance with the Allocation Agreement and reflected in annual or other required reports. All such reports will be submitted to the appropriate entities and detail progress, outcomes, and any necessary adjustments to the Plan.

Conclusion

This Plan provides a comprehensive approach to utilizing the Opioid Funding in a manner that is consistent with the Allocation Agreement. Through strategic investment in treatment and recovery, the County aims to significantly reduce the impacts of the opioid epidemic crisis in our community.