



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

3/17/2026

Subject:

Approval: Request the Board of County Commissioners approve a recommendation to provide \$5,908,640 in funding for Opioid Abatement services within Brevard County

Fiscal Impact:

FY 2025-2026 & FY 2026-2027: \$5,908,640 budgeted in the Opioid Fund 1631

Dept/Office:

Housing and Human Services

Requested Action:

It is requested that the Board of County Commissioners approve the recommendations of the Together in Partnership (TIP) Advisory Board Recommendations Subcommittee to provide \$5,908,640 in funding to Opioid Abatement services in the areas of criminal justice involved persons, treatment, recovery, and prevention and authorize:

1. The County Manager to execute any contracts associated with Opioid Abatement Services upon approval of Risk Management and the County Attorney's Office;
2. The Housing and Human Services Department Director to execute any future amendment(s) or modification(s) upon approval by the County Attorney, Purchasing Services and Risk Management; and
3. The County Manager to execute all necessary budget amendments (BCRs).

Summary Explanation and Background:

On October 26, 2021, Brevard County Board of County Commissioners (BoCC) approved the County to act as a "Qualified County" under the Florida Opioid settlement Plan and adopted a Brevard County Opioid Misuse Abatement Plan in accordance with the Core Strategies and Scheduled Uses mandated by the Florida Attorney General's Office. The Board approved the implementation option to create two standing subcommittees (including representation from municipalities) under the TIP Advisory Board. On December 7, 2021, the BoCC approved an update to the TIP Resolution creating two subcommittees to annually prioritize activities (Review Committee) in the abatement plan for inclusion in Request for Applications (RFA) and a Recommendation Committee to recommend activities/agencies for funding in accordance with the Plan.

On August 22, 2025, Brevard County Purchasing Services released the Opioid Misuse Abatement Funding Request for Application (RFA). On September 4, 2025, Housing & Human Services and Purchasing Services held the mandatory Opioid RFA pre-proposal meeting. After the September 18, 2025, RFA closing date, twenty-one (21) applications moved forward to the TIP Recommendations Sub-Committee.

On November 21, 2025, the TIP Advisory Board Recommendations Sub-Committee voted ~~unanimously~~ to recommend funding to the following:

- \$2,047,200- Circles of Care, Inc.- Address the Needs of Criminal Justice Involved Persons
- \$1,700,000- Circles of Care, Inc.- Other Areas of Concentration (expansion of Mobile Medical Assisted Treatment)
- \$780,500- Specialized Treatment Education and Prevention Services, Inc. (STEPS)-Address the Needs of Criminal Justice Involved Persons
- \$785,030- STEPS- Other Areas of Concentration (Support Recovery)
- \$597,910- Recovery Connections of Central Florida-Support People in Treatment and Recovery

Circles of Care, Inc. (Circles) has served as Brevard County's Community Mental Health Center since 1963 and provides behavioral healthcare programs through a range of services designed to support individuals and families dealing with mental health and substance use disorders (SUD). Circles expanded their programs targeted at opioid use disorders (OUD) more than eight years ago. Circles will expand and enhance existing medication-assisted treatment (MAT) services in Brevard County. Combined with counseling and psychological support, MAT is considered the gold standard for treating OUD, providing a comprehensive and holistic approach to aid individuals on their path toward recovery. Circles will also provide jail-based medication-assisted treatment for incarcerated adults with opioid use disorder to reduce opioid-related morbidity and mortality, prevent overdose following release from incarceration, improve continuity of care, and support successful community reentry.

Specialized Treatment Education and Prevention Services (STEPS) is a private not-for-profit, community-based organization founded in 1983 that provides a continuum of quality, comprehensive substance use treatment and education services to individuals, including those with co-occurring disorders in Brevard, Orange, Osceola, and Seminole counties. STEPS will provide access to all Brevard County indigent residents to participate in Drug Court, offering an alternative to incarceration, reducing recidivism by addressing root cause of criminal activity and substance use, and supporting recovery from substance use disorder to reduce future criminal activity. STEPS Living Room Project will primarily target adult indigent Brevard County residents in need of access to care who live with an OUD disorder and any co-occurring SUD/MH conditions. STEPS will increase access to behavioral health supports by providing wraparound services and linkage to care.

Recovery Connections of Central Florida (RCCF) is a 501(c)(3) non-profit Recovery Community Organization serving Orange, Osceola, Seminole and Brevard counties. RCCF services are open to all, however they prioritize uninsured and underinsured individuals, recognizing their unique challenges accessing care. Since launching in 2022, RCCF has served over 3,567 unduplicated participants across their service area. RCCF will serve individuals seeking assistance for themselves or families related to the use of opioids and other substances. RCCF will help individuals sustain long-term recovery by combining peer-based support with practical wraparound services. Their program is designed to meet participants where they are and guide them toward stability, self-sufficiency, and connection. The program focuses on individuals transitioning from treatment facilities or moving through other vulnerable phases of the recovery process.

Clerk to the Board Instructions:

None



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 18, 2026

M E M O R A N D U M

TO: Juanita Jackson, Housing and Human Services Director

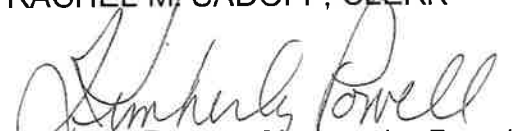
RE: Item F.10., Request the Board of County Commissioners (BoCC) Approve a Recommendation to Provide \$5,908,640 in Funding for Opioid Abatement Services within Brevard County

The Board of County Commissioners, in regular session on March 17, 2026, approved the recommendations of the Together in Partnership (TIP) Advisory Board Recommendations Subcommittee to provide \$5,908,640 in funding to Opioid Abatement Services in the areas of criminal justice involved persons, treatment, recovery, and prevention; authorized the County Manager to execute any contracts associated with Opioid Abatement Services upon approval of Risk Management and the County Attorney's Office; authorized you to execute any future amendment(s) or modification(s) upon approval by the County Attorney, Purchasing Services, and Risk Management; and authorized the County Manager to execute all necessary budget amendments (BCRs).

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

cc: County Manager
Budget
Finance

21 Opioid RFAS

Support People in Treatment and Recovery		
1. Recovery Connections of Central Brevard		\$2,631,100.00
2. The Sober Pad		\$500,000.00
3. Central Florida Substance Abuse Treatment Center		\$912,184.00
4. Safe Place Treatment Services		\$750,000.00
5. Space Coast Health Center		\$2,132,180.00
6. Daily Bread		\$2,250,641.52
7. Spiritus Invictus, Inc.		\$2,500,000.00
8. The Glass Home		\$370,390.00
	Total	\$12,046,495.52
Address the Needs of Criminal Justice Involved Persons		
1. The Glass House		\$175,400.00
2. Specialized Treatment Education and Prevention Services Inc.		\$780,500.00
3. Circles of Care		\$2,047,200.00
4. Brevard Prevention Coalition		\$454,060.00
	Total	\$3,457,160.00
Prevent Misuse of Opioids		
1. Project Opioid Initiative Inc. DBA Project Overdose		\$1,125,160.00
2. Brevard Prevention Coalition, Inc.		\$850,000.00
3. Eckerd Connects		\$416,361.00
4. The Glass House		\$123,910.00
	Total	\$2,515,431.00
Other Areas of Concentration		
1. Circles of Care		\$1,700,000.00
2. Specialized Treatment Education and Prevention Services Inc.		\$785,030.00
3. Total Health & Recovery		\$1,148,748.00
4. Eckerd Connects		\$293,636.00
5. Space Coast Health Foundation DbA Lifetime Counseling Center		\$1,118,694.00
	Total	\$5,046,108.00
	TOTAL	\$23,065,194.52

**OPIOID FUND AGREEMENT
BETWEEN
BREVARD COUNTY AND
AND CIRCLES OF CARE, INC.
OPIOID MISUSE SERVICES- Criminal Justice SUD TREATMENT PROGRAM**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **CIRCLES OF CARE, INC.** a Florida not for profit corporation having its primary business location at: **400 E. Sheridan Road, Melbourne, FL 32901** (hereinafter the Agency).

WITNESSETH:

WHEREAS, Brevard County residents have suffered harm from the opioid epidemic and on May 18, 2021 the Brevard County Board of County Commissioners joined with the State of Florida and other local governments in litigation against manufactures and distributors of opioids;

WHEREAS, on October 26, 2021, the Brevard County Board of County Commissioners approved an Interlocal Agreement with local Municipalities, the Brevard County Opioid Misuse Abatement Plan, the Housing and Human Services Department (Department) as the agency to be responsible for the administration, oversight, implementation, and monitoring of the Brevard County Opioid Settlement Funds, and the Department to conduct a Request for Application (RFA) process upon receipts of funding;

WHEREAS, multiple manufactures and distributors have entered into settlement agreements with the State of Florida resulting in the distribution of funds to the State and local governments for specific core abatement strategies and approved uses to address treatment, prevention, and other strategies; and

WHEREAS, the County issued a Request for Application RFA-5-26-02 on August 22, 2025, to competitively select agencies experienced and qualified to provide Opioid Misuse Abatement to address the needs of Criminal-Justice involved persons; and

WHEREAS, the Agency submitted a competitive proposal and was found to have met the experience and qualifications to provide Opioid Misuse Abatement as outlined in the Request for Proposal RFA-5-26-02 and recommended by the Together in Partnership Recommendations Committee to receive opioid funds for said services; and

WHEREAS, the Agency hereby certifies that is has been granted and possesses valid, current licenses to do business in the State of Florida and Brevard County, Florida, issued by the respective State Board and Government agencies responsible for

regulating licensing the professional services to be provided and performed by the Agency pursuant to this AGREEMENT and Request for Proposal RFA-5-26-02; and

WHEREAS, Brevard County selected Circles of Care, Inc. as one of the agencies to administer Medication Assisted Treatment to the Brevard Community through their Criminal Justice SUD Treatment Program and deliver immediate access to Medication Assisted Treatment (MAT), moving away from undereffective abstinence-only models. This program will extend community outreach and provide an integrated evidence-based solution to underserved individuals with Opioid Use Disorder (OUD).

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICE/WORK:

The Agency shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model** copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin **April 1, 2026** and continue through **March 31, 2028**

3. COMPENSATION – AMOUNT AND METHOD:

The Agency and the County have agreed to a Hybrid Contract Model. For the work the Agency provides under this Agreement, the County shall pay the Agency a total amount not to exceed **\$2,047,200.00**. **The Agency will invoice the County based on a Unit Cost Reimbursement model for the first quarter of the contract**, as identified in **Attachment B Unit Cost Reimbursement Budget**, copy of which is attached hereto and incorporated by this reference. The agency will have a cost reimbursement budget not to exceed **\$255,900.00**. If the amount of \$ 255,900.00 is not expended in full during quarter one, those funds will transfer into the **Fee for Service/Unit Cost Contract period**. The **Agency** shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Agency shall use the County's designated **Attachment D**, a copy of which is attached hereto and incorporated by this reference. The Agency shall request reimbursement on a **quarterly** basis as provided. **Attachment E1 and E2**
FY 2025-2026 Circles of Care – Criminal Justice SUD Treatment

Performance and Measurable Outcome Reports, a copy of which is attached hereto and incorporated by this reference, shall be completed, and submitted with each Request for Reimbursement form. The measurable outcomes provided by the agency will comply with all applicable state and or local requirements.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld. The requests for reimbursement will only be approved for each category as listed on the Budget Summary Breakdown or each category listed on the unit cost justification form. After the initial quarter of cost reimbursement (first quarter), any remaining funds will be added to the Fee for Service/Unit Cost contract budget (quarters two through eight) as determined by the Agency and approved by the Contract Administrator. The Agency will be allowed, during quarters two through eight, to transfer up to ten percent of units from one budget category to another with prior written notice to the Contract Administrator. Requests for transfers, during quarters two through eight, will be allowed between ten percent and twenty percent of units from one budget category to another with approval in writing from the Contract Administrator. The Contract Administrator shall approve or deny the request in writing no later than twenty days from the date the request was received.

The Agency's final Request for Reimbursement is due on April 15, 2028.

4. PROCUREMENT PROCEDURES:

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a. A Capital Outlay Item is defined as equipment with a value in excess of \$1,000 and an expected useful life of more than one year. This includes items such as automobiles, furniture, and computer devices valued at or above \$500.
- b. If the purchase amount is \$3,000 or more, the Agency shall solicit formal written bids from a minimum of three vendors.
- c. The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.

- d. The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.
- e. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

5. ASSET LEASING:

The Outreach Vehicle utilized for this program will be leased by the agency and not purchased. The Agency and Brevard County will be abiding by the State and local asset policies.

6. INDEMNIFICATION:

The Agency shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

7. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a FY 2025-2026 Circles of Care – Criminal Justice SUD Treatment

written instrument duly executed by the parties hereto. The County Manager to sign any contracts and the Director of Housing and Human Services to sign amendments or modifications associated with Opioid Misuse Services upon approval of Risk Management and the County Attorney's Office.

8. **INSURANCE:**

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

- a. **Comprehensive General Liability** – in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, broad form property damage, and bodily personal injury, ensuring the Agency and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Agency's obligations under the Rehabilitation Construction Agreement.
- b. **Liability Insurance** - in an amount not less than One Million Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars for damages on account of all accidents. Policies shall name the Brevard County Board of County Commissioners as an additional insured, only in respect to liability arising out of operations on behalf of the Brevard County Housing and Human Services Department.
- c. **Auto Liability Insurance** - which includes coverage for all owned, non-owned, and rented vehicles with a One Million Dollars combined single limit for each occurrence, if applicable.
- d. **Worker's Compensation** – the insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.
- e. **Sexual Abuse and Molestation Insurance** if the contract involves direct services to children, in an amount not less than One Million Dollars per claim, to cover its liabilities arising from activities performed under this contract must be in place and listed on the certificate of insurance.
- f. **Professional Liability Insurance** - If the contract involves professional or consulting services, in addition to the insurance requirements, the agency shall also be protected by a Professional Liability Insurance Policy in the amount of One Million Dollars per claim. Policy in the amount of One Million Dollars per claim and Three Million Dollars in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Contract. If such policy is

written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- g. Insurance Certificates:** The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

PURSUANT TO SECTIONS 558.002 AND 558.0035,
FLORIDA STATUTES, A DESIGN PROFESSIONAL
WHO IS AN EMPLOYEE OR AN AGENT OF
AGENCY MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS
THE PROFESSIONAL LIABILITY INSURANCE
REQUIRED ABOVE AND THE DAMAGES ARE
SOLELY ECONOMIC IN NATURE AND DO NOT
EXTEND TO PERSONAL INJURIES OR PROPERTY
NOT SUBJECT TO THIS CONTRACT.

AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Contract. No work shall begin under this Contract Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.
FY 2025-2026 Circles of Care – Criminal Justice SUD Treatment

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

Agency shall be aware of and shall comply with all federal, state, and local laws.

12. COMPLIANCE WITH ADA OF 1990:

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

13. VENUE/WAIVER OF JURY TRIAL:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. ASSIGNMENTS:

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

15. TERMINATION:

- a. **Early Termination:** Notwithstanding any other provision in this Agreement, either Party (the "Initiating Party") may opt to terminate this Agreement prior to the expiration of the Term by providing notice to the other Party no less than sixty days prior to the proposed termination date.
- b. **Good Faith Negotiations:** Upon receipt of a notice of termination, both Parties may enter into good faith negotiations for a period no

longer than thirty days to discuss potential remedies or adjustments to the Agreement that might prevent termination.

- c. **Transition Plan:** In the event that termination is finalized, the Initiating Party shall cooperate in developing a transition plan to ensure the continuity of services for the affected populations.
- d. **Final Settlement:** Both parties shall agree upon any final settlement related to the termination. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with Scope of Service/Work outline in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract between the Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this contract shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the contract between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the contract between Agency and the County.
- e. **Continuation of Services During Notice Period:** During the notice period, both Parties shall continue to fulfill their obligations under the Agreement, unless otherwise agreed.

This Termination Clause shall be exercised in a manner consistent with the spirit of partnership and collaboration that forms the basis of this Agreement, with the shared goal of ensuring the highest standards of care and service to the community.

16. INDEPENDENT AGENCY

The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

17. RECORDS AND REPORTS:

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

Brevard County may initiate an audit of the Agency and impose additional conditions, as described in Florida Statute 287.057. In accordance with Florida Statute 287.136, to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract. If it is determined that a noncompliance cannot be remedied by imposing additional conditions, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold payments pending correction of the deficiency by the non-Federal entity.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the award.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.

The Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statute, or the State.

If applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this

Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address:
Brevard County Housing and Human Services Department Juanita Jackson, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the six-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, and/or the Florida Opioid Allocation and Statewide Response Agreement, copy of which is attached hereto and incorporated by this reference as Attachment I. The Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance. The Agency will agree to the utilization of the funds for the Core Strategies highlighted in Schedule A and Approved Uses in Schedule B copy of which is attached hereto and incorporated by this reference in **Attachment I (Exhibit A and B)**

c. MONITORING:

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods, and services of the Agency that are relevant to this Contract and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies

within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Agency shall submit **quarterly** reports within twenty calendar days after the end of the quarter for which the Agency is requesting reimbursement using **Performance and Measurable Outcome Reports Form (Attachment E1 and E2)** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Agency, for failure to meet outcomes or failure to submit required **quarterly** reports in a timely manner. Any withheld amount shall be remitted to the Agency upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

18. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Agency fails to provide the requested public records to the County within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Agency's possession and control, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and County in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SHERRY SMITH 2725 JUDGE FRAN JAMIESON WAY, B-103, VIERA, FL 32940, SHERRY.SMITH@BREVARDFL.GOV, AT (321) 633-2007.

19. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly funded contracts to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

20. E-VERIFY:

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency or subagency may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, a contract with a vendor/ Agency that is not enrolled in E-Verify. Any vendor/Agency that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- c. The County shall verify the Vendor's/Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Agency's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- d. An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with Attachment G Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by this reference.

21. SCRUTINIZED COMPANIES LIST:

By executing this Agreement, the Agency hereby certifies that it and its subagency's are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5) Florida Statutes, or if the Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) Florida Statutes are met.

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

22. FORERIGN INFLUENCE DISCLOSURE:

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of one hundred thousand dollars or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign, and comply with **Attachment G Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

23. FEDERAL TAX ID NUMBER:

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

24. CONFLICT OF INTEREST:

- a. The agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board, or commission thereof, to provide services relating to this agreement without written consent of the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agents, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

25. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

26. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its agencies and/or subagencies that:

- a.** Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b.** Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.** Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d.** Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e.** The Agency has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the Agency shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

27. CONSTRUCTION OF AGREEMENT:

The parties hereby mutually acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

29. ATTACHMENTS:

In the performance of this Agreement, the Agency shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Cost Reimbursement Budget for Quarter One**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form Cost Reimbursement**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Foreign Influence Disclosure Form**
- **Attachment H: E-Verify Participation Form**
- **Attachment I: Florida Opioid Allocation and Statewide Response Agreement**

NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Juanita Jackson, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows: **Jeremy Weiss, VP of Community Support Services, Circles of Care, Inc. 1770 Cedar Street, Rockledge, Florida 32955.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Reviewed for Legal Form and Content:

By: _____
L. Rebecca Behl-Hill, Esq.
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, County Manager

Date: _____

As approved by the Board on _____

WITNESS:

AGENCY:

Signature

By: _____
Signature of Authorized Signer

Name and Title, Typed or Printed

Date: _____

Name and Title

Name of Company

Mailing Address

City, State, Zip Code

Area Code/Telephone Number

**OPIOID FUND AGREEMENT
BETWEEN
BREVARD COUNTY AND
AND CIRCLES OF CARE, INC.
OPIOID MISUSE SERVICES- MOBILE MEDICATION ASSISTED TREATMENT
PROGRAM**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **CIRCLES OF CARE, INC.** a Florida not for profit corporation having its primary business location at: **400 E. Sheridan Road, Melbourne, FL 32901** (hereinafter the Agency).

WITNESSETH:

WHEREAS, Brevard County residents have suffered harm from the opioid epidemic and on May 18, 2021 the Brevard County Board of County Commissioners joined with the State of Florida and other local governments in litigation against manufactures and distributors of opioids;

WHEREAS, on October 26, 2021, the Brevard County Board of County Commissioners approved an Interlocal Agreement with local Municipalities, the Brevard County Opioid Misuse Abatement Plan, the Housing and Human Services Department (Department) as the agency to be responsible for the administration, oversight, implementation, and monitoring of the Brevard County Opioid Settlement Funds, and the Department to conduct a Request for Application (RFA) process upon receipts of funding;

WHEREAS, multiple manufactures and distributors have entered into settlement agreements with the State of Florida resulting in the distribution of funds to the State and local governments for specific core abatement strategies and approved uses to address treatment, prevention, and other strategies;

WHEREAS, the County issued a Request for Application for Application RFA-5-26-04 on August 22, 2025, to competitively select agencies experienced and qualified to provide Opioid Misuse Abatement to address Other Areas of Concentration included in State Opioid Approved Uses Schedules A and B; and

WHEREAS, the Agency submitted a competitive proposal and was found to have met the experience and qualifications to provide Opioid Misuse Abatement as outlined in the Request for Proposal RFA-5-26-04 and recommended by the Together in Partnership Recommendations Committee to receive opioid funds for said services; and

WHEREAS, the Agency hereby certifies that is has been granted and possesses valid, current licenses to do business in the State of Florida and Brevard County, Florida, issued by the respective State Board and Government agencies responsible for

regulating licensing the professional services to be provided and performed by the Agency pursuant to this AGREEMENT and Request for Proposal RFA-5-26-04; and

WHEREAS, Brevard County selected Circles of Care, Inc. as one of the agencies to administer Medication Assisted Treatment to the Brevard Community through their Mobile Outreach Vehicle Program and deliver immediate access to Medication Assisted Treatment (MAT), moving away from undereffective abstinence-only models. This program will extend community outreach and provide an integrated evidence-based solution to underserved individuals with Opioid Use Disorder (OUD).

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICE/WORK:

The Agency shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model** copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin April 1, 2026 and continue through March 31, 2028

3. COMPENSATION – AMOUNT AND METHOD:

The Agency and the County have agreed to a Hybrid Contract Model. For the work the Agency provides under this Agreement, the County shall pay the Agency a total amount not to exceed **\$1,700,000.00**. **The Agency will invoice the County based on a Unit Cost Reimbursement model for the first quarter of the contract**, as identified in **Attachment B Unit Cost Reimbursement Budget**, copy of which is attached hereto and incorporated by this reference. The agency will have a cost reimbursement budget not to exceed **\$212,500.00**. If the amount of \$ 212,500.00 is not expended in full during quarter one, those funds will transfer into the **Fee for Service/Unit Cost Contract period**. The **Agency** shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Agency shall use the County's designated **Attachment D**, a copy of which is attached hereto and incorporated by this reference. The Agency shall request reimbursement on a quarterly basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto

and incorporated by this reference, shall be completed, and submitted with each Request for Reimbursement form. The measurable outcomes provided by the agency will comply with all applicable state and or local requirements.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld. The requests for reimbursement will only be approved for each category as listed on the Budget Summary Breakdown or each category listed on the unit cost justification form. After the initial quarter of cost reimbursement (first quarter), any remaining funds will be added to the Fee for Service/Unit Cost contract budget (quarters two through eight) as determined by the Agency and approved by the Contract Administrator. The Agency will be allowed, during quarters two through eight, to transfer up to ten percent of units from one budget category to another with prior written notice to the Contract Administrator. Requests for transfers, during quarters two through eight, will be allowed between ten percent and twenty percent of units from one budget category to another with approval in writing from the Contract Administrator. The Contract Administrator shall approve or deny the request in writing no later than twenty days from the date the request was received.

The Agency's final Request for Reimbursement is due on April 15, 2028.

4. PROCUREMENT PROCEDURES:

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a) A Capital Outlay Item is defined as equipment with a value in excess of \$1,000 and an expected useful life of more than one year. This includes items such as automobiles, furniture, and computer devices valued at or above \$500.
- b) If the purchase amount is \$3,000 or more, the Agency shall solicit formal written bids from a minimum of three vendors.
- c) The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.

- d) The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.
- e) The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

5. ASSET LEASING:

The Outreach Vehicle utilized for this program will be leased by the agency and not purchased. The Agency and Brevard County will be abiding by the State and local asset policies.

6. INDEMNIFICATION:

The Agency shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

7. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The County Manager to sign any

contracts and the Director of Housing and Human Services to sign amendments or modifications associated with Opioid Misuse Services upon approval of Risk Management and the County Attorney's Office.

8. **INSURANCE:**

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

- a. **Comprehensive General Liability** – in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, broad form property damage, and bodily personal injury, ensuring the Agency and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Agency's obligations under the Rehabilitation Construction Agreement.
- b. **Liability Insurance** - in an amount not less than One Million Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars for damages on account of all accidents. Policies shall name the Brevard County Board of County Commissioners as an additional insured, only in respect to liability arising out of operations on behalf of the Brevard County Housing and Human Services Department.
- c. **Auto Liability Insurance** - which includes coverage for all owned, non-owned, and rented vehicles with a One Million Dollars combined single limit for each occurrence, if applicable.
- d. **Worker's Compensation** – the insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.
- e. **Sexual Abuse and Molestation Insurance** if the contract involves direct services to children, in an amount not less than One Million Dollars per claim, to cover its liabilities arising from activities performed under this contract must be in place and listed on the certificate of insurance.
- f. **Professional Liability Insurance** - If the contract involves professional or consulting services, in addition to the insurance requirements, the agency shall also be protected by a Professional Liability Insurance Policy in the amount of One Million Dollars per claim. Policy in the amount of One Million Dollars per claim and Three Million Dollars in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement

of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- g. Insurance Certificates:** The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

**PURSUANT TO SECTIONS 558.002 AND 558.0035,
FLORIDA STATUTES, A DESIGN PROFESSIONAL
WHO IS AN EMPLOYEE OR AN AGENT OF
AGENCY MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS
THE PROFESSIONAL LIABILITY INSURANCE
REQUIRED ABOVE AND THE DAMAGES ARE
SOLELY ECONOMIC IN NATURE AND DO NOT
EXTEND TO PERSONAL INJURIES OR PROPERTY
NOT SUBJECT TO THIS CONTRACT.**

AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Contract. No work shall begin under this Contract Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

Agency shall be aware of and shall comply with all federal, state, and local laws.

12. COMPLIANCE WITH ADA OF 1990:

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

13. VENUE/WAIVER OF JURY TRIAL:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. ASSIGNMENTS:

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

15. TERMINATION:

- a. **Early Termination:** Notwithstanding any other provision in this Agreement, either Party (the "Initiating Party") may opt to terminate this Agreement prior to the expiration of the Term by providing notice to the other Party no less than sixty days prior to the proposed termination date.
- b. **Good Faith Negotiations:** Upon receipt of a notice of termination, both Parties may enter into good faith negotiations for a period no

longer than thirty days to discuss potential remedies or adjustments to the Agreement that might prevent termination.

- c. **Transition Plan:** In the event that termination is finalized, the Initiating Party shall cooperate in developing a transition plan to ensure the continuity of services for the affected populations.
- d. **Final Settlement:** Both parties shall agree upon any final settlement related to the termination. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with Scope of Service/Work outline in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract between the Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this contract shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the contract between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the contract between Agency and the County.
- e. **Continuation of Services During Notice Period:** During the notice period, both Parties shall continue to fulfill their obligations under the Agreement, unless otherwise agreed.

This Termination Clause shall be exercised in a manner consistent with the spirit of partnership and collaboration that forms the basis of this Agreement, with the shared goal of ensuring the highest standards of care and service to the community.

16. INDEPENDENT AGENCY

The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

17. RECORDS AND REPORTS:

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

Brevard County may initiate an audit of the Agency and impose additional conditions, as described in Florida Statute 287.057. In accordance with Florida Statute 287.136. to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract. If it is determined that a noncompliance cannot be remedied by imposing additional conditions, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold payments pending correction of the deficiency by the non-Federal entity.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the award.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.

The Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statute, or the State.

If applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall

submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address:
Brevard County Housing and Human Services Department Juanita Jackson, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the six-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, and/or the Florida Opioid Allocation and Statewide Response Agreement, copy of which is attached hereto and incorporated by this reference as Attachment I. The Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance. The Agency will agree to the utilization of the funds for the Core Strategies highlighted in Schedule A and Approved Uses in Schedule B copy of which is attached hereto and incorporated by this reference **in Attachment I (Exhibit A and B)**

c. MONITORING:

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods, and services of the Agency that are relevant to this Contract and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Agency shall submit **quarterly** reports within twenty calendar days after the end of the quarter for which the Agency is requesting reimbursement using **Performance and Measurable Outcome Reports Form (Attachment E1 and E2)** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Agency, for failure to meet outcomes or failure to submit required **quarterly** reports in a timely manner. Any withheld amount shall be remitted to the Agency upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

18. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Agency fails to provide the requested public records to the County within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Agency's possession and control, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and County in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SHERRY SMITH
2725 JUDGE FRAN JAMIESON WAY, B-103, VIERA, FL 32940,
SHERRY.SMITH@BREVARDFL.GOV, AT (321) 633-2007.**

19. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly funded contracts to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

20. E-VERIFY:

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency or subagency may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, a contract with a vendor/ Agency that is not enrolled in E-Verify. Any vendor/Agency that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- c. The County shall verify the Vendor's/Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Agency's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- d. An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with Attachment G Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by this reference.

21. SCRUTINIZED COMPANIES LIST:

By executing this Agreement, the Agency hereby certifies that it and its subagency's are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5) Florida Statutes, or if the Agency has been placed on the

Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) Florida Statutes are met.

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

22. FORERIGN INFLUENCE DISCLOSURE:

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of one hundred thousand dollars or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign, and comply with **Attachment G Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

23. FEDERAL TAX ID NUMBER:

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

24. CONFLICT OF INTEREST:

- a. The agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board, or commission thereof, to provide services relating to this agreement without written consent of the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agents, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

25. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, or consultant under a contract with a public entity,

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

26. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its agencies and/or subagencies that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. The Agency has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the Agency shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

27. CONSTRUCTION OF AGREEMENT:

The parties hereby mutually acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

29. ATTACHMENTS:

In the performance of this Agreement, the Agency shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Cost Reimbursement Budget for Quarter One**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form Cost Reimbursement**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Foreign Influence Disclosure Form**
- **Attachment H: E-Verify Participation Form**
- **Attachment I: Florida Opioid Allocation and Statewide Response Agreement**

NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Juanita Jackson, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows: **Jeremy Weiss, VP of Community Support Services, Circles of Care, Inc. 1770 Cedar Street, Rockledge, Florida 32955.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Reviewed for Legal Form and Content:

By: _____
L. Rebecca Behl-Hill, Esq.
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, County Manager

Date: _____

As approved by the Board on _____

WITNESS:

Signature

Name and Title, Typed or Printed

AGENCY:

By: _____
Signature of Authorized Signer

Date: _____

Name and Title

Name of Company

Mailing Address

City, State, Zip Code

Area Code/Telephone Number

**OPIOID FUND AGREEMENT
BETWEEN
BREVARD COUNTY AND
AND RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.
OPIOID MISUSE SERVICES- SUPPORT PEOPLE IN TREATMENT AND RECOVERY
PROGRAM**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Recovery Connections of Central Florida, Inc.** a Florida not for profit corporation having its primary business location at: 7912 Forest City RD, Ste 101 Orlando, FL 32810 (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, Brevard County residents have suffered harm from the opioid epidemic and on May 18, 2021 the Brevard County Board of County Commissioners joined with the State of Florida and other local governments in litigation against manufactures and distributors of opioids;

WHEREAS, on October 26, 2021, the Brevard County Board of County Commissioners approved an Interlocal Agreement with local Municipalities, the Brevard County Opioid Misuse Abatement Plan, the Housing and Human Services Department (Department) as the agency to be responsible for the administration, oversight, implementation, and monitoring of the Brevard County Opioid Settlement Funds, and the Department to conduct a Request for Application (RFA) process upon receipts of funding;

WHEREAS, multiple manufactures and distributors have entered into settlement agreements with the State of Florida resulting in the distribution of funds to the State and local governments for specific core abatement strategies and approved uses to address treatment, prevention, and other strategies;

WHEREAS, the County issued a Request for Application RFA-5-26-01 on August 22, 2025, to competitively select agencies experienced and qualified to provide Opioid Misuse Abatement to support people in treatment and recovery; and

WHEREAS, the Agency submitted a competitive proposal and was found to have met the experience and qualifications to provide Opioid Misuse Abatement as outlined in the Request for Proposal RFA-5-26-01 and recommended by the Together in Partnership Recommendations Committee to receive opioid funds for said services; and

WHEREAS, the Agency hereby certifies that is has been granted and possesses valid, current licenses to do business in the State of Florida and Brevard County, Florida, issued by the respective State Board and Government agencies responsible for regulating licensing the professional services to be provided and performed by the Agency pursuant to this AGREEMENT and Request for Proposal RFA-5-26-01; and

WHEREAS, Brevard County selected recovery Connections of Central Florida, Inc. as one of the agencies to administer Medication Assisted Treatment to the Brevard Community through their Support People in Treatment and Recovery Program and deliver immediate access to Medication Assisted Treatment (MAT), moving away from undereffective abstinence-only models. This program will extend community outreach and provide an integrated evidence-based solution to underserved individuals with Opioid Use Disorder (OUD).

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. SCOPE OF SERVICE/WORK:

The Agency shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model** copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin April 1, 2026 and continue through March 31, 2028

3. COMPENSATION – AMOUNT AND METHOD:

The Agency and the County have agreed to a Hybrid Contract Model. For the work the Agency provides under this Agreement, the County shall pay the Agency a total amount not to exceed **\$597,910.00**. **The Agency will invoice the County based on a Unit Cost Reimbursement model for the first quarter of the contract**, as identified in **Attachment B Unit Cost Reimbursement Budget**, copy of which is attached hereto and incorporated by this reference. The agency will have a cost reimbursement budget not to exceed **\$74,738.75**. If the amount of \$ 74,738.75 is not expended in full during quarter one, those funds will transfer into the **Fee for Service/Unit Cost Contract period**. The **Agency** shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Agency shall use the County's designated **Attachment D**, a copy of which is attached hereto and incorporated by this reference. The Agency shall request reimbursement on a quarterly basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed, and submitted with each

Request for Reimbursement form. The measurable outcomes provided by the agency will comply with all applicable state and or local requirements.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld. The requests for reimbursement will only be approved for each category as listed on the Budget Summary Breakdown or each category listed on the unit cost justification form. After the initial quarter of cost reimbursement (first quarter), any remaining funds will be added to the Fee for Service/Unit Cost contract budget (quarters two through eight) as determined by the Agency and approved by the Contract Administrator. The Agency will be allowed, during quarters two through eight, to transfer up to ten percent of units from one budget category to another with prior written notice to the Contract Administrator. Requests for transfers, during quarters two through eight, will be allowed between ten percent and twenty percent of units from one budget category to another with approval in writing from the Contract Administrator. The Contract Administrator shall approve or deny the request in writing no later than twenty days from the date the request was received.

The Agency's final Request for Reimbursement is due on April 15, 2028.

4. PROCUREMENT PROCEDURES:

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a. A Capital Outlay Item is defined as equipment with a value in excess of \$1,000 and an expected useful life of more than one year. This includes items such as automobiles, furniture, and computer devices valued at or above \$500.
- b. If the purchase amount is \$3,000 or more, the Agency shall solicit formal written bids from a minimum of three vendors.
- c. The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.
- d. The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.

- e. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

5. ASSET LEASING:

The Outreach Vehicle utilized for this program will be leased by the agency and not purchased. The Agency and Brevard County will be abiding by the State and local asset policies.

6. INDEMNIFICATION:

The Agency shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

7. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The County Manager to sign any contracts and the Director of Housing and Human Services to sign amendments or modifications associated with Opioid Misuse Services upon approval of Risk Management and the County Attorney's Office.

8. **INSURANCE:**

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

- a. **Comprehensive General Liability** – in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, broad form property damage, and bodily personal injury, ensuring the Agency and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Agency's obligations under the Rehabilitation Construction Agreement.
- b. **Liability Insurance** - in an amount not less than One Million Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars for damages on account of all accidents. Policies shall name the Brevard County Board of County Commissioners as an additional insured, only in respect to liability arising out of operations on behalf of the Brevard County Housing and Human Services Department.
- c. **Auto Liability Insurance** - which includes coverage for all owned, non-owned, and rented vehicles with a One Million Dollars combined single limit for each occurrence, if applicable.
- d. **Worker's Compensation** – the insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.
- e. **Sexual Abuse and Molestation Insurance** if the contract involves direct services to children, in an amount not less than One Million Dollars per claim, to cover its liabilities arising from activities performed under this contract must be in place and listed on the certificate of insurance.
- f. **Professional Liability Insurance** - If the contract involves professional or consulting services, in addition to the insurance requirements, the agency shall also be protected by a Professional Liability Insurance Policy in the amount of One Million Dollars per claim. Policy in the amount of One Million Dollars per claim and Three Million Dollars in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- g. Insurance Certificates:** The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

PURSUANT TO SECTIONS 558.002 AND 558.0035,
FLORIDA STATUTES, A DESIGN PROFESSIONAL
WHO IS AN EMPLOYEE OR AN AGENT OF
AGENCY MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS
THE PROFESSIONAL LIABILITY INSURANCE
REQUIRED ABOVE AND THE DAMAGES ARE
SOLELY ECONOMIC IN NATURE AND DO NOT
EXTEND TO PERSONAL INJURIES OR PROPERTY
NOT SUBJECT TO THIS CONTRACT.

AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Contract. No work shall begin under this Contract Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

Agency shall be aware of and shall comply with all federal, state, and local laws.

12. COMPLIANCE WITH ADA OF 1990:

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

13. VENUE/WAIVER OF JURY TRIAL:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. ASSIGNMENTS:

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

15. TERMINATION:

- a. **Early Termination:** Notwithstanding any other provision in this Agreement, either Party (the "Initiating Party") may opt to terminate this Agreement prior to the expiration of the Term by providing notice to the other Party no less than sixty days prior to the proposed termination date.
- b. **Good Faith Negotiations:** Upon receipt of a notice of termination, both Parties may enter into good faith negotiations for a period no longer than thirty days to discuss potential remedies or adjustments to the Agreement that might prevent termination.

- c. **Transition Plan:** In the event that termination is finalized, the Initiating Party shall cooperate in developing a transition plan to ensure the continuity of services for the affected populations.
- d. **Final Settlement:** Both parties shall agree upon any final settlement related to the termination. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with Scope of Service/Work outline in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract between the Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this contract shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the contract between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the contract between Agency and the County.
- e. **Continuation of Services During Notice Period:** During the notice period, both Parties shall continue to fulfill their obligations under the Agreement, unless otherwise agreed.

This Termination Clause shall be exercised in a manner consistent with the spirit of partnership and collaboration that forms the basis of this Agreement, with the shared goal of ensuring the highest standards of care and service to the community.

16. INDEPENDENT AGENCY

The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

17. RECORDS AND REPORTS:

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures.

Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

Brevard County may initiate an audit of the Agency and impose additional conditions, as described in Florida Statute 287.057. In accordance with Florida Statute 287.136. to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract. If it is determined that a noncompliance cannot be remedied by imposing additional conditions, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold payments pending correction of the deficiency by the non-Federal entity.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the award.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.

The Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statute, or the State.

If applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address:
Brevard County Housing and Human Services Department Juanita

Jackson, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the six-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, and/or the Florida Opioid Allocation and Statewide Response Agreement, copy of which is attached hereto and incorporated by this reference as Attachment I. The Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance. The Agency will agree to the utilization of the funds for the Core Strategies highlighted in Schedule A and Approved Uses in Schedule B copy of which is attached hereto and incorporated by this reference in **Attachment I (Exhibit A and B)**

c. MONITORING:

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods, and services of the Agency that are relevant to this Contract and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Agency shall submit **quarterly** reports within twenty calendar days after the end of the quarter for which the Agency is requesting reimbursement using **Performance and Measurable Outcome Reports Form (Attachment E1 and E2)** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Agency, for failure to meet outcomes or failure to submit required **quarterly** reports in a timely manner. Any withheld amount shall be remitted to the Agency upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

18. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Agency fails to provide the requested public records to the County within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Agency's possession and control, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and County in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SHERRY SMITH
2725 JUDGE FRAN JAMIESON WAY, B-103, VIERA, FL 32940,
SHERRY.SMITH@BREVARDFL.GOV, AT (321) 633-2007.**

19. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly funded contracts to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

20. E-VERIFY:

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency or subagency may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, a contract with a vendor/ Agency that is not enrolled in E-Verify. Any vendor/Agency that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- c. The County shall verify the Vendor's/Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Agency's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- d. An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with Attachment G Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by this reference.

21. SCRUTINIZED COMPANIES LIST:

By executing this Agreement, the Agency hereby certifies that it and its subagency's are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5) Florida Statutes, or if the Agency has been placed on the

Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) Florida Statutes are met.

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

22. FORERIGN INFLUENCE DISCLOSURE:

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of one hundred thousand dollars or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign, and comply with **Attachment G Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

23. FEDERAL TAX ID NUMBER:

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

24. CONFLICT OF INTEREST:

- a. The agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board, or commission thereof, to provide services relating to this agreement without written consent of the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agents, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

25. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, or consultant under a contract with a public entity,

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

26. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its agencies and/or subagencies that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. The Agency has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the Agency shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

27. CONSTRUCTION OF AGREEMENT:

The parties hereby mutually acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

29. ATTACHMENTS:

In the performance of this Agreement, the Agency shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Cost Reimbursement Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form Cost Reimbursement**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Foreign Influence Disclosure Form**
- **Attachment H: E-Verify Participation Form**
- **Attachment I: Florida Opioid Allocation and Statewide Response Agreement**

NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Juanita Jackson, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows: **George Marqoles, President and CEO of Recovery Connections, of Central Florida. 1607 Cherrywood Ln, Longwood, FL, 32750.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Reviewed for Legal Form and Content:

By: _____
L. Rebecca Behl, Esq.
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, County Manager

Date: _____

As approved by the Board on _____

WITNESS:

AGENCY: Recovery Connections of
Central Florida

Signature

By: _____
Signature of Authorized Signer

Name and Title, Typed or Printed

Date: _____

Name and Title

Name of Company

Mailing Address

City, State, Zip Code

Area Code/Telephone Number

**OPIOID FUND AGREEMENT
BETWEEN
BREVARD COUNTY AND
AND SPECIALIZED TREATMENT AND EDUCATION PREVENTION SERVICES, INC.
OPIOID MISUSE SERVICES- CAPACITY TO SERVE ALL (CSA DRUG COURT
PROGRAM**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **SPECIALIZED TREATMENT AND EDUCATION PREVENTION SERVICES, INC.** a Florida not for profit corporation having its primary business location at: **1033 N. Pine Hills Road, Orlando, FL 32808** (hereinafter the Agency).

WITNESSETH:

WHEREAS, Brevard County residents have suffered harm from the opioid epidemic and on May 18, 2021 the Brevard County Board of County Commissioners joined with the State of Florida and other local governments in litigation against manufactures and distributors of opioids;

WHEREAS, on October 26, 2021, the Brevard County Board of County Commissioners approved an Interlocal Agreement with local Municipalities, the Brevard County Opioid Misuse Abatement Plan, the Housing and Human Services Department (Department) as the agency to be responsible for the administration, oversight, implementation, and monitoring of the Brevard County Opioid Settlement Funds, and the Department to conduct a Request for Application (RFA) process upon receipts of funding;

WHEREAS, multiple manufactures and distributors have entered into settlement agreements with the State of Florida resulting in the distribution of funds to the State and local governments for specific core abatement strategies and approved uses to address treatment, prevention, and other strategies;

WHEREAS, the County issued a Request for Application RFA-5-26-02 on August 22, 2025, to competitively select agencies experienced and qualified to provide Opioid Misuse Abatement to address the needs of Criminal-Justice involved persons; and

WHEREAS, the Agency submitted a competitive proposal and was found to have met the experience and qualifications to provide Opioid Misuse Abatement as outlined in the Request for Proposal RFA-5-26-02 and recommended by the Together in Partnership Recommendations Committee to receive opioid funds for said services; and

WHEREAS, the Agency hereby certifies that is has been granted and possesses valid, current licenses to do business in the State of Florida and Brevard County, Florida, issued by the respective State Board and Government agencies responsible for regulating licensing the professional services to be provided and performed by the Agency pursuant to this AGREEMENT and Request for Proposal RFA-5-26-02; and

WHEREAS, Brevard County selected Specialized Treatment and Education Prevention Services, Inc. as one of the agencies to administer Medication Assisted Treatment to the Brevard Community through their Capacity to Serve all (CSA) Drug Court Program and deliver immediate access to Medication Assisted Treatment (MAT), moving away from undereffective abstinence-only models. This program will extend community outreach and provide an integrated evidence-based solution to underserved individuals with Opioid Use Disorder (OUD).

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICE/WORK:

The Agency shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model** copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin April 1, 2026 and continue through March 31, 2028

3. COMPENSATION – AMOUNT AND METHOD:

The Agency and the County have agreed to a Hybrid Contract Model. For the work the Agency provides under this Agreement, the County shall pay the Agency a total amount not to exceed **\$780,500.00**. **The Agency will invoice the County based on a Unit Cost Reimbursement model for the first quarter of the contract**, as identified in **Attachment B Unit Cost Reimbursement Budget**, copy of which is attached hereto and incorporated by this reference. The agency will have a cost reimbursement budget not to exceed **\$97,562.50**. If the amount of \$ 97,562.50 is not expended in full during quarter one, those funds will transfer into the **Fee for Service/Unit Cost Contract period**. The **Agency** shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Agency shall use the County's designated **Attachment D**, a copy of which is attached hereto and incorporated by this reference. The Agency shall request

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reimbursement on a **quarterly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed, and submitted with each Request for Reimbursement form. The measurable outcomes provided by the agency will comply with all applicable state and or local requirements.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld. The requests for reimbursement will only be approved for each category as listed on the Budget Summary Breakdown or each category listed on the unit cost justification form. After the initial quarter of cost reimbursement (first quarter), any remaining funds will be added to the Fee for Service/Unit Cost contract budget (quarters two through eight) as determined by the Agency and approved by the Contract Administrator. The Agency will be allowed, during quarters two through eight, to transfer up to ten percent of units from one budget category to another with prior written notice to the Contract Administrator. Requests for transfers, during quarters two through eight, will be allowed between ten percent and twenty percent of units from one budget category to another with approval in writing from the Contract Administrator. The Contract Administrator shall approve or deny the request in writing no later than twenty days from the date the request was received.

The Agency's final Request for Reimbursement is due on April 15, 2028.

4. PROCUREMENT PROCEDURES:

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a. If the purchase amount is less than one thousand dollars; no formal purchase procedures are required.
- b. If the purchase amount is one thousand dollars, the Agency shall solicit formal written bids from a minimum of three vendors.
- c. The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.

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- d. The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.
- e. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

5. ASSET LEASING:

The Outreach Vehicle utilized for this program will be leased by the agency and not purchased. The Agency and Brevard County will be abiding by the State and local asset policies.

6. INDEMNIFICATION:

The Agency shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

7. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all

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prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The County Manager to sign any contracts and the Director of Housing and Human Services to sign amendments or modifications associated with Opioid Misuse Services upon approval of Risk Management and the County Attorney's Office.

8. **INSURANCE:**

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

- a. **Comprehensive General Liability** – in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, broad form property damage, and bodily personal injury, ensuring the Agency and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Agency's obligations under the Rehabilitation Construction Agreement.
- b. **Liability Insurance** - in an amount not less than One Million Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars for damages on account of all accidents. Policies shall name the Brevard County Board of County Commissioners as an additional insured, only in respect to liability arising out of operations on behalf of the Brevard County Housing and Human Services Department.
- c. **Auto Liability Insurance** - which includes coverage for all owned, non-owned, and rented vehicles with a One Million Dollars combined single limit for each occurrence, if applicable.
- d. **Worker's Compensation** – the insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.
- e. **Sexual Abuse and Molestation Insurance** if the contract involves direct services to children, in an amount not less than One Million Dollars per claim, to cover its liabilities arising from activities performed under this contract must be in place and listed on the certificate of insurance.
- f. **Professional Liability Insurance** - If the contract involves professional or consulting services, in addition to the insurance requirements, the agency shall also be protected by a Professional Liability Insurance

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Policy in the amount of One Million Dollars per claim. Policy in the amount of One Million Dollars per claim and Three Million Dollars in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- g. Insurance Certificates:** The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

PURSUANT TO SECTIONS 558.002 AND 558.0035,
FLORIDA STATUTES, A DESIGN PROFESSIONAL
WHO IS AN EMPLOYEE OR AN AGENT OF
AGENCY MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS
THE PROFESSIONAL LIABILITY INSURANCE
REQUIRED ABOVE AND THE DAMAGES ARE
SOLELY ECONOMIC IN NATURE AND DO NOT
EXTEND TO PERSONAL INJURIES OR PROPERTY
NOT SUBJECT TO THIS CONTRACT.

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AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Contract. No work shall begin under this Contract Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

Agency shall be aware of and shall comply with all federal, state, and local laws.

12. COMPLIANCE WITH ADA OF 1990:

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

13. VENUE/WAIVER OF JURY TRIAL:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. ASSIGNMENTS:

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

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15. TERMINATION:

- a. **Early Termination:** Notwithstanding any other provision in this Agreement, either Party (the "Initiating Party") may opt to terminate this Agreement prior to the expiration of the Term by providing notice to the other Party no less than sixty days prior to the proposed termination date.
- b. **Good Faith Negotiations:** Upon receipt of a notice of termination, both Parties may enter into good faith negotiations for a period no longer than thirty days to discuss potential remedies or adjustments to the Agreement that might prevent termination.
- c. **Transition Plan:** In the event that termination is finalized, the Initiating Party shall cooperate in developing a transition plan to ensure the continuity of services for the affected populations.
- d. **Final Settlement:** Both parties shall agree upon any final settlement related to the termination. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with Scope of Service/Work outline in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract between the Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this contract shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the contract between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the contract between Agency and the County.
- e. **Continuation of Services During Notice Period:** During the notice period, both Parties shall continue to fulfill their obligations under the Agreement, unless otherwise agreed.

This Termination Clause shall be exercised in a manner consistent with the spirit of partnership and collaboration that forms the basis of this Agreement, with the shared goal of ensuring the highest standards of care and service to the community.

16. INDEPENDENT AGENCY

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The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

17. RECORDS AND REPORTS:

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

Brevard County may initiate an audit of the Agency and impose additional conditions, as described in Florida Statute 287.057. In accordance with Florida Statute 287.136. to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract. If it is determined that a noncompliance cannot be remedied by imposing additional conditions, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold payments pending correction of the deficiency by the non-Federal entity.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

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- iii. Wholly or partly suspend or terminate the award.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.

The Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statute, or the State.

If applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Brevard County Housing and Human Services Department Juanita Jackson, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.**

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the six-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, and/or the Florida Opioid Allocation and Statewide Response Agreement, copy of which is attached hereto and incorporated by this reference as Attachment I. The Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance. The Agency will agree to the utilization of the funds for the Core Strategies highlighted in Schedule A and Approved Uses in Schedule B copy of which is attached hereto and incorporated by this reference **in Attachment I (Exhibit A and B)**

FY 2025-2026 STEPS Criminal Justice-Capacity to Serve ALL (CSA) Drug Court Program

c. MONITORING:

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods, and services of the Agency that are relevant to this Contract and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Agency shall submit **quarterly** reports within twenty calendar days after the end of the quarter for which the Agency is requesting reimbursement using **Performance and Measurable Outcome Reports Form (Attachment E1 and E2)** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Agency, for failure to meet outcomes or failure to submit required **quarterly** reports in a timely manner. Any withheld amount shall be remitted to the Agency upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

18. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

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If Agency fails to provide the requested public records to the County within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Agency's possession and control, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and County in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SHERRY SMITH 2725 JUDGE FRAN JAMIESON WAY, B-103, VIERA, FL 32940, SHERRY.SMITH@BREVARDFL.GOV, AT (321) 633-2007.

19. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly funded contracts to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

20. E-VERIFY:

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency or subagency may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, a contract with a vendor/ Agency that is not enrolled in E-Verify. Any vendor/Agency that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- c. The County shall verify the Vendor's/Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Agency's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable

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evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

- d. An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with Attachment G Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by this reference.

21. SCRUTINIZED COMPANIES LIST:

By executing this Agreement, the Agency hereby certifies that it and its subagency's are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5) Florida Statutes, or if the Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) Florida Statutes are met.

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

22. FORERIGN INFLUENCE DISCLOSURE:

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of one hundred thousand dollars or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign, and comply with **Attachment G Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

23. FEDERAL TAX ID NUMBER:

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

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24. CONFLICT OF INTEREST:

- a. The agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board, or commission thereof, to provide services relating to this agreement without written consent of the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agents, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

25. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

26. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its agencies and/or subagencies that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. The Agency has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the Agency shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

27. CONSTRUCTION OF AGREEMENT:

The parties hereby mutually acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

29. ATTACHMENTS:

In the performance of this Agreement, the Agency shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Unit Cost Reimbursement Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form Cost Reimbursement**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Foreign Influence Disclosure Form**
- **Attachment H: E-Verify Participation Form**
- **Attachment I: Florida Opioid Allocation and Statewide Response Agreement**

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NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Juanita Jackson, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows: **Cheryl Bellow, CEO of Specialized Treatment Education and Prevention services, Inc. 1033 N. Pine Hills road, Orlando, Florida 32808.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Reviewed for Legal Form and Content:

By: _____
L. Rebecca Behl-Hill, Esq.
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, County Manager

Date: _____

As approved by the Board on _____

WITNESS:

Signature

Name and Title, Typed or Printed

AGENCY:

By: _____
Signature of Authorized Signer

Date: _____

FY 2025-2026 STEPS Criminal Justice-Capacity to Serve ALL (CSA) Drug Court Program

Name and Title

Name of Company

Mailing Address

City, State, Zip Code

Area Code/Telephone Number

**OPIOID FUND AGREEMENT
BETWEEN
BREVARD COUNTY AND
AND SPECIALIZED TREATMENT AND EDUCATION PREVENTION SERVICES, INC.
OPIOID MISUSE SERVICES- CAPACITY TO SERVE ALL (CSA DRUG COURT
PROGRAM**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **SPECIALIZED TREATMENT AND EDUCATION PREVENTION SERVICES, INC.** a Florida not for profit corporation having its primary business location at: **1033 N. Pine Hills Road, Orlando, FL 32808** (hereinafter the Agency).

WITNESSETH:

WHEREAS, Brevard County residents have suffered harm from the opioid epidemic and on May 18, 2021 the Brevard County Board of County Commissioners joined with the State of Florida and other local governments in litigation against manufactures and distributors of opioids;

WHEREAS, on October 26, 2021, the Brevard County Board of County Commissioners approved an Interlocal Agreement with local Municipalities, the Brevard County Opioid Misuse Abatement Plan, the Housing and Human Services Department (Department) as the agency to be responsible for the administration, oversight, implementation, and monitoring of the Brevard County Opioid Settlement Funds, and the Department to conduct a Request for Application (RFA) process upon receipts of funding;

WHEREAS, multiple manufactures and distributors have entered into settlement agreements with the State of Florida resulting in the distribution of funds to the State and local governments for specific core abatement strategies and approved uses to address treatment, prevention, and other strategies;

WHEREAS, the County issued a Request for Application RFA-5-26-04 on August 22, 2025, to competitively select agencies experienced and qualified to provide Opioid Misuse Abatement to address Other Areas of Concentration included in State Opioid Approved Uses Schedules A and B; and

WHEREAS, the Agency submitted a competitive proposal and was found to have met the experience and qualifications to provide Opioid Misuse Abatement as outlined in the Request for Proposal RFA-5-26-04 and recommended by the Together in Partnership Recommendations Committee to receive opioid funds for said services; and

WHEREAS, the Agency hereby certifies that is has been granted and possesses valid, current licenses to do business in the State of Florida and Brevard County, Florida, issued by the respective State Board and Government agencies responsible for regulating licensing the professional services to be provided and performed by the Agency pursuant to this AGREEMENT and Request for Proposal RFA-5-26-04; and

WHEREAS, Brevard County selected Specialized Treatment and Education Prevention Services, Inc. as one of the agencies to administer Medication Assisted Treatment to the Brevard Community through their Brevard County Living Room Program and deliver immediate access to Medication Assisted Treatment (MAT), moving away from undereffective abstinence-only models. This program will extend community outreach and provide an integrated evidence-based solution to underserved individuals with Opioid Use Disorder (OUD).

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICE/WORK:

The Agency shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model** copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin **April 1, 2026** and continue through **March 31, 2028**

3. COMPENSATION – AMOUNT AND METHOD:

The Agency and the County have agreed to a Hybrid Contract Model. For the work the Agency provides under this Agreement, the County shall pay the Agency a total amount not to exceed **\$783,030.00**. **The Agency will invoice the County based on a Unit Cost Reimbursement model for the first quarter of the contract**, as identified in **Attachment B Unit Cost Reimbursement Budget**, copy of which is attached hereto and incorporated by this reference. The agency will have a cost reimbursement budget not to exceed **\$97,878.75**. If the amount of \$ 97,878.75 is not expended in full during quarter one, those funds will transfer into the **Fee for Service/Unit Cost Contract period**. The **Agency** shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Agency shall use the County's designated **Attachment D**, a copy of which is attached hereto and incorporated by this reference. The Agency shall request reimbursement on a **quarterly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed, and submitted with each

Request for Reimbursement form. The measurable outcomes provided by the agency will comply with all applicable state and or local requirements.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld. The requests for reimbursement will only be approved for each category as listed on the Budget Summary Breakdown or each category listed on the unit cost justification form. After the initial quarter of cost reimbursement (first quarter), any remaining funds will be added to the Fee for Service/Unit Cost contract budget (quarters two through eight) as determined by the Agency and approved by the Contract Administrator. The Agency will be allowed, during quarters two through eight, to transfer up to ten percent of units from one budget category to another with prior written notice to the Contract Administrator. Requests for transfers, during quarters two through eight, will be allowed between ten percent and twenty percent of units from one budget category to another with approval in writing from the Contract Administrator. The Contract Administrator shall approve or deny the request in writing no later than twenty days from the date the request was received.

The Agency's final Request for Reimbursement is due on April 15, 2028.

4. PROCUREMENT PROCEDURES:

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a. A Capital Outlay Item is defined as equipment with a value in excess of \$1,000 and an expected useful life of more than one year. This includes items such as automobiles, furniture, and computer devices valued at or above \$500.
- b. If the purchase amount is \$3,000 or more, the Agency shall solicit formal written bids from a minimum of three vendors.
- c. The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.
- d. The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.

- e. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

5. ASSET LEASING:

The Outreach Vehicle utilized for this program will be leased by the agency and not purchased. The Agency and Brevard County will be abiding by the State and local asset policies.

6. INDEMNIFICATION:

The Agency shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

7. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The County Manager to sign any contracts and the Director of Housing and Human Services to sign amendments or modifications associated with Opioid Misuse Services upon approval of Risk Management and the County Attorney's Office.

8. INSURANCE:

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

- a. **Comprehensive General Liability** – in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, broad form property damage, and bodily personal injury, ensuring the Agency and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Agency's obligations under the Rehabilitation Construction Agreement.
- b. **Liability Insurance** - in an amount not less than One Million Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars for damages on account of all accidents. Policies shall name the Brevard County Board of County Commissioners as an additional insured, only in respect to liability arising out of operations on behalf of the Brevard County Housing and Human Services Department.
- c. **Auto Liability Insurance** - which includes coverage for all owned, non-owned, and rented vehicles with a One Million Dollars combined single limit for each occurrence, if applicable.
- d. **Worker's Compensation** – the insurance required by this section shall comply with the Florida Worker's Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.
- e. **Sexual Abuse and Molestation Insurance** if the contract involves direct services to children, in an amount not less than One Million Dollars per claim, to cover its liabilities arising from activities performed under this contract must be in place and listed on the certificate of insurance.
- f. **Professional Liability Insurance** - If the contract involves professional or consulting services, in addition to the insurance requirements, the agency shall also be protected by a Professional Liability Insurance Policy in the amount of One Million Dollars per claim. Policy in the amount of One Million Dollars per claim and Three Million Dollars in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- g. Insurance Certificates:** The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

PURSUANT TO SECTIONS 558.002 AND 558.0035,
FLORIDA STATUTES, A DESIGN PROFESSIONAL
WHO IS AN EMPLOYEE OR AN AGENT OF
AGENCY MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS
THE PROFESSIONAL LIABILITY INSURANCE
REQUIRED ABOVE AND THE DAMAGES ARE
SOLELY ECONOMIC IN NATURE AND DO NOT
EXTEND TO PERSONAL INJURIES OR PROPERTY
NOT SUBJECT TO THIS CONTRACT.

AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Contract. No work shall begin under this Contract Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.

9. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW:

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

11. COMPLIANCE WITH STATUTES:

Agency shall be aware of and shall comply with all federal, state, and local laws.

12. COMPLIANCE WITH ADA OF 1990:

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

13. VENUE/WAIVER OF JURY TRIAL:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. ASSIGNMENTS:

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

15. TERMINATION:

- a. **Early Termination:** Notwithstanding any other provision in this Agreement, either Party (the "Initiating Party") may opt to terminate this Agreement prior to the expiration of the Term by providing notice to the other Party no less than sixty days prior to the proposed termination date.
- b. **Good Faith Negotiations:** Upon receipt of a notice of termination, both Parties may enter into good faith negotiations for a period no longer than thirty days to discuss potential remedies or adjustments to the Agreement that might prevent termination.

- c. **Transition Plan:** In the event that termination is finalized, the Initiating Party shall cooperate in developing a transition plan to ensure the continuity of services for the affected populations.
- d. **Final Settlement:** Both parties shall agree upon any final settlement related to the termination. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with Scope of Service/Work outline in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract between the Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this contract shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the contract between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the contract between Agency and the County.
- e. **Continuation of Services During Notice Period:** During the notice period, both Parties shall continue to fulfill their obligations under the Agreement, unless otherwise agreed.

This Termination Clause shall be exercised in a manner consistent with the spirit of partnership and collaboration that forms the basis of this Agreement, with the shared goal of ensuring the highest standards of care and service to the community.

16. INDEPENDENT AGENCY

The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

17. RECORDS AND REPORTS:

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures.

Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

Brevard County may initiate an audit of the Agency and impose additional conditions, as described in Florida Statute 287.057. In accordance with Florida Statute 287.136. to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract. If it is determined that a noncompliance cannot be remedied by imposing additional conditions, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold payments pending correction of the deficiency by the non-Federal entity.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the award.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.

The Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statute, or the State.

If applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Brevard County Housing and Human Services Department Juanita**

Jackson, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the six-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, and/or the Florida Opioid Allocation and Statewide Response Agreement, copy of which is attached hereto and incorporated by this reference as Attachment I. The Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance. The Agency will agree to the utilization of the funds for the Core Strategies highlighted in Schedule A and Approved Uses in Schedule B copy of which is attached hereto and incorporated by this reference in **Attachment I (Exhibit A and B)**

c. MONITORING:

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods, and services of the Agency that are relevant to this Contract and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Agency shall submit **quarterly** reports within twenty calendar days after the end of the quarter for which the Agency is requesting reimbursement using **Performance and Measurable Outcome Reports Form (Attachment E1 and E2)** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Agency, for failure to meet outcomes or failure to submit required **quarterly** reports in a timely manner. Any withheld amount shall be remitted to the Agency upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

18. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Agency fails to provide the requested public records to the County within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Agency's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Agency's possession and control, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and County in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SHERRY SMITH
2725 JUDGE FRAN JAMIESON WAY, B-103, VIERA, FL 32940,
SHERRY.SMITH@BREVARDFL.GOV, AT (321) 633-2007.**

19. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly funded contracts to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

20. E-VERIFY:

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency or subagency may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, a contract with a vendor/ Agency that is not enrolled in E-Verify. Any vendor/Agency that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- c. The County shall verify the Vendor's/Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Agency's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- d. An Agency who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with Attachment G Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by this reference.

21. SCRUTINIZED COMPANIES LIST:

By executing this Agreement, the Agency hereby certifies that it and its subagency's are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5) Florida Statutes, or if the Agency has been placed on the

Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) Florida Statutes are met.

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

22. FORERIGN INFLUENCE DISCLOSURE:

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of one hundred thousand dollars or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign, and comply with **Attachment G Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

23. FEDERAL TAX ID NUMBER:

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

24. CONFLICT OF INTEREST:

- a. The agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board, or commission thereof, to provide services relating to this agreement without written consent of the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agents, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

25. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, or consultant under a contract with a public entity,

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

26. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its agencies and/or subagencies that:

- a.** Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b.** Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.** Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d.** Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e.** The Agency has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the Agency shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

27. CONSTRUCTION OF AGREEMENT:

The parties hereby mutually acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

29. ATTACHMENTS:

In the performance of this Agreement, the Agency shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Cost Reimbursement Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form Cost Reimbursement**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Foreign Influence Disclosure Form**
- **Attachment H: E-Verify Participation Form**
- **Attachment I: Florida Opioid Allocation and Statewide Response Agreement**

NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Juanita Jackson, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows: **Cheryl Bellow, CEO of Specialized Treatment Education and Prevention services, Inc. 1033 N. Pine Hills road, Orlando, Florida 32808.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Reviewed for Legal Form and Content:

By: _____
L. Rebecca Behl-Hill, Esq.
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
James P. Liesenfelt, County Manager

Date: _____

As approved by the Board on _____

WITNESS:

Signature

Name and Title, Typed or Printed

AGENCY:

By: _____
Signature of Authorized Signer

Date: _____

Name and Title

Name of Company

Mailing Address

City, State, Zip Code

Area Code/Telephone Number