



## **Purchase Agreement #PJ291**

Between

**Central Florida Behavioral Health Network, Inc.**

And

**Lee County EMS**

THIS AGREEMENT "Agreement" is entered into by and between CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC., hereinafter referred to as "CFBHN" or the "Company" and Lee County EMS, hereinafter referred to as the "Contractor", (Company and Contractor shall be jointly referred to herein as the "Parties").

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

### **1. General Description**

The Department of Children and Families requires that CFBHN enter into agreements with parties under the Coordinated Opioid Recovery (CORE) Network of Addiction Care. The Department of Children and Families (DCF) through Chapters 394 and 397, F.S., provides CFBHN with the authority to contract with independent contractors.

### **2. Service Tasks**

Lee County EMS will establish a Mobile Integrated Healthcare (MIH) team that is overseen by a medical director and mid-level provider. This team will be specially trained and equipped to deliver services to the vulnerable populations of Lee County for the implementation of CORE. These services will include 24/7/365 response to assess, treat, and refer patients to community CORE partners for long-term follow-up and care.

As Lee County EMS works towards bringing up CORE in Lee County the progress from April to June for Lee County EMS will consist of creating job descriptions for CORE positions, posting CORE positions, conducting interviews for applicants, and completing CORE policy development for the MIH team.

The Contractor shall comply with DCF Guidance Document 41 – Coordinated Opioid Recovery Network of Addiction Care (CORE Network).

### **3. Deliverables**

- a. The following deliverables are required in order to support payment for the core program:

<b>MONTH</b>	<b>Deliverable</b>
April	<ul style="list-style-type: none"><li>• Create job descriptions for mid-level provider</li><li>• Create job descriptions for nurse case managers</li><li>• Interview for Paramedic positions</li><li>• Obtain quotes for iPads</li><li>• Obtain quotes for vehicles</li><li>• Obtain quote for charting system</li></ul>
May	<ul style="list-style-type: none"><li>• Interview and offer job for mid-level provider</li><li>• Interview and offer for nurse case manager</li><li>• Make Paramedic selections</li><li>• Purchase charting solution</li><li>• Draft policy development</li><li>• Meet with external stakeholders</li></ul>
June	<ul style="list-style-type: none"><li>• Onboarding for mid-level and nurse case managers</li><li>• Policy development (finalized)</li><li>• Take delivery of vehicle and equipment</li></ul>

- b. Monthly Expenditure Report – due by the 20th of the month following services.

- c. Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

#### 4. Method of Payment

- a. This is a fixed price Agreement. CFBHN shall pay the Contractor in accordance with the conditions of this Agreement, a prorated amount each month, for a total amount not to exceed **\$490,320.00**, subject to the availability of funds.
- b. CFBHN shall reduce or withhold funds pursuant to Rule 65-29.001, F.A.C., if the Contractor fails to comply with the terms of the Agreement.
- c. The Contractor shall request payment within ten (10) days after the first day of the month following services through the Carisk Portal.
- d. CFBHN may require any other information from the Contractor that it deems necessary to verify performance of the Contractor under the Purchase Agreement.
- e. CFBHN reserves the right to request supporting documentation at any time after the invoice has been submitted.

#### 5. Performance Measures and Financial Consequences

All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified may result in a corrective action plan, withholding of payment, or issuance of financial sanctions or penalties.

#### 6. Contractor Information

- a. **ANNUAL APPROPRIATIONS:** CFBHN's obligation to pay under this contract is contingent upon an annual appropriation by the legislature.
- b. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- c. **INDEMNIFICATION:** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CFBHN, the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided however that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CFBHN or the Department.

Further, the Contractor shall, without exception, indemnify and hold harmless CFBHN and the Department, and their employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to, or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right, information technology used or accessed by the Contractor, or article manufactured or used by the Contractor, its officers, agents, or Contractors in the performance of this Agreement or delivered to CFBHN or the Department for the use of CFBHN or the Department, its employees, agents, or contractors.

Further, the Contractor shall protect, defend, and indemnify, including attorneys' fees, costs, and

expenses, CFBHN and the Department for any and all claims and litigation (including litigation initiated by CFBHN or the Department) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding CFBHN or the Department negligent shall excuse the provider of performance under this provision, in which case CFBHN or the Department shall have no obligation to reimburse the Contractor for the cost of their defense. If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Department shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

- d. **INDEPENDENT CONTRACTOR:** In performing its obligations under this Agreement, the Contractor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of CFBHN or the Department. Neither the Contractor nor any of its agents, employees, Contractors or assignees shall represent to others that it is an agent of or has the authority to bind CFBHN or the Department by virtue of this Agreement.
- e. **INSURANCE:** The Contractor shall obtain and provide proof to the Managing Entity of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover Contractor and all of its employees.

The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor.

All such insurance policies of the Contractor shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A.M. Best (or an equivalent rating by a similar insurance rating firm) and shall name the Managing Entity and the Department as additional insured parties under the policy. All such insurance policies of the Contractor shall be primary to and not contributory with any similar insurance carried by the Managing Entity. The Contractor shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

The Contractor shall use its best good faith efforts to cause the insurers issuing all such liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity in the reasonable exercise of its judgment.

Proof of insurance shall preferably be in the form of an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance. All such current insurance certificates will be submitted to the Contract Manager, prior to expiration, as insurance policies are renewed each year.

- f. **LAW AND VENUE:** This Agreement is executed and entered in the State of Florida and will be construed, performed, and enforced in all respects in accordance with Florida law, excluding Florida provisions for conflict of laws, and applicable Federal law. Venue for any action regarding this Agreement shall be in Hillsborough County, Florida.
- g. **MONITORING:** The Contractor shall permit all persons who are duly authorized by CFBHN or the Department of Children and Families to inspect and copy any records, papers, documents, facilities,

goods, and services of the Contractor which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Contractor to assure CFBHN of the satisfactory performance of the terms and conditions of this Agreement.

- h. **PUBLIC ENTITY CRIMES:** Chapter 287.133(2)(a) states: 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 a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- i. **PUBLIC RECORDS:** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S. as prescribed by Subsection 119.07(1) F.S., made or received by the Contractor in conjunction with this Agreement except those public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of this Agreement for which CFBHN may unilaterally terminate this Agreement.  
  
The Contractor shall retain all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of this Agreement or longer when required by law. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement.
- j. **SCRUTINIZED COMPANIES:** The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., CFBHN will immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement. CFBHN will terminate this Agreement at any time the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- k. **SPONSORSHIP AND PUBLICITY:** The Contractor and partners shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Lee County EMS, Central Florida Behavioral Health Network, Inc., and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" and "Central Florida Behavioral Health Network, Inc." shall appear in the same size letters or type as the name of the organization.
- l. **USE OF FUNDS FOR LOBBYING PROHIBITED:** The Contractor agrees to comply with the provisions of section 216.347, Florida Statutes, which the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

## 7. Incorporated Documents:

- a. The following Attachments and Guidance Documents, or the latest revisions thereof, are incorporated herein and made a part of this Subcontract:
  - i. **Attachment I** – DCF Master Contract.
  - ii. **Guidance Document 41** – Coordinated Opioid Recovery Network of Addiction Care (CORE



Network).

#### 8. Term and Termination

This Agreement shall begin on **March 1, 2024**, and will continue in effect until **June 30, 2024**, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties.

Either Party to this Agreement may terminate this Agreement at any time upon providing fifteen (15) days written notice to the other party.

All remedies including indemnification in **Section 6.c**. Indemnification shall survive termination of this Agreement.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this Agreement to be executed.

COMPANY

**Central Florida Behavioral Health Network, Inc.**

CONTRACTOR

**Lee County EMS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_