

**AGREEMENT FOR
BEHAVIORAL HEALTH SYSTEM OF CARE- CDBG-DR**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Third Horizon Strategies LLC, a Florida Company, whose address is 515 N. State St. Suite 300, Chicago, IL 60654, and whose federal tax identification number is 83-1391011, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to complete a strategic plan for the development of a comprehensive behavioral health system of care within Lee County from the Vendor in connection with "Behavioral Health System of Care- CDBG-DR" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240087CMR on February 16th, 2024 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on April 29th, 2024; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific Scope of Work from the negotiated Scope of Work in accordance with the project Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, including but not limited to, the Federal laws and regulations set forth at 2 CFR part 200, Project funding terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, Project Funding Package, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Vendor's executed proposal documents, grant funding provision, and addenda.

II. TERM AND DELIVERY

- A. This Agreement effective date shall be on the date of the Lee County Board of County Commissioners approval of the awarded contract. Work shall commence upon issuance of Notice to Proceed. Vendor shall deliver a completed plan within eighteen (18) months of the Notice to Proceed.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or

addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days,

then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Gregory Williams
Title: President
Address: 515 N. State St. Suite 300,
Chicago, IL, 60654
Telephone: (203) 733-8326
Facsimile: N/A
Email: greg@thirdhorizonstrategies.com

County's Representative

Name: Mary Tucker
Title: Procurement Management
Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. Solicitation
 3. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Michelle Williams

Print Name: Michelle Williams

THIRD HORIZON STRATEGIES LLC

Signed By: Gregory Williams

Print Name: Gregory Williams

Title: President

Date: 7/19/24

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Vendor shall complete a strategic plan for the development of a comprehensive behavioral health system of care within Lee County. The Vendor shall develop a comprehensive strategic plan with actionable implementation steps for an integrated system approach, ensuring all Lee County residents have access to resiliency-promoting and recovery-oriented behavioral health services.
- 1.2. The Vendor shall assess the current system's capacity to effectively serve individuals at the appropriate level of care across prevention, intervention, treatment and recovery services and identify all gaps in service. When performing system assessment, the Vendor shall consider services provided by public entities, non-profits, and healthcare agencies; barriers to care and services; and the current demand of the population.
- 1.3. The strategic plan shall:
 - 1.3.1. Identify opportunities for behavioral health service enhancement, which may include, but not be limited to, recommendations for additional/increased services, staffing or other interventions necessary to address existing system capacity issues.
 - 1.3.2. Recommend actions to minimize duplication of services.
 - 1.3.3. Provide roadmap to bridge service gaps, improve system access and streamline the provision of services.
 - 1.3.4. Complete an analysis of existing funding sources and policies, and recommend adaptive changes to address both immediate needs and future trends in the behavioral health landscape.
 - 1.3.5. Recommend best practices for measuring success and demonstrating improvement to overall outcomes.
- 1.4. This project is considered a **high priority** for the County. Vendor shall implement a timeline and expedite the completion of this project that is reflective of the County's need. To expedite quickly, the County seeks for the Vendor to begin the phases as soon as allowable.

2. DETAILED SCOPE / TECHNICAL SPECIFICATIONS

- 2.1. Vendor shall conduct bi-weekly check-ins. Regular updates and discussions every two-weeks to ensure continuous progress. This meetings may be virtually.
- 2.2. Vendor shall conduct monthly project status update. These monthly updates shall discuss project's status, aligned with the outlined phases. This meeting may be virtually.
- 2.3. Phase 1- Comprehensive Overview

- 2.3.1. The Vendor shall conduct a thorough review and analysis of any local behavioral health strategic plans, needs assessments, and other relevant data sources across the behavioral health system of care including, but not limited to:
 - 2.3.1.1. Lee County Sequential Intercept Mapping Report
 - 2.3.1.2. Opioid Abatement Strategy Summary – Lee County
 - 2.3.1.3. Collaboratory’s Behavioral Health Asset Mapping Committee Report
 - 2.3.1.4. Lee County’s Continuum of Care Strategic Plan
 - 2.3.1.5. Local Hospitals’ Community Needs Assessment
 - 2.3.1.6. Other relevant reports, data and plans

- 2.3.2. In addition, the Vendor must gather data through survey, research, consultations, and/or collaboration with local behavioral health providers if existing data is determined to be insufficient for the development of a comprehensive behavioral health system of care.

- 2.3.3. Phase 1 Deliverable: Submit a digital PDF report titled “Comprehensive Overview: Lee County Behavioral Health System” to Human and Veteran Services representative that provides a concise yet thorough overview of the behavioral health system of care in Lee County, incorporating insights from the reviewed documents and additional data gathered through surveys, research, consultations, and collaborations as listed above.
 - 2.3.3.1. The report shall be well-referenced, free of errors, and presented in a professional format.
 - 2.3.3.2. Community Engagement: One in-person Community and one Kick-Off Meeting during Phase 1.
 - 2.3.3.2.1. Kick-off Meeting shall initiate the project with a comprehensive meeting involving all project term members. This meeting may be virtual.

- 2.4. Phase 2 – Analysis and Recommendations
 - 2.4.1. The Vendor must conduct a thorough review and analysis of the existing local behavioral health system and make recommendations to address capacity issues, enhance access to services, minimize duplication, bridge service gaps, address financial and regulatory concerns, and improve overall outcomes.
 - 2.4.1.1. Assessment of Current System Capacity
 - 2.4.1.1.1. Identify and assess the capacity of the behavioral health system across all stages: prevention, intervention, treatment, and recovery.
 - 2.4.1.1.2. Analyze the effectiveness of current services in meeting the needs of individuals at the appropriate level of care.
 - 2.4.1.1.3. Evaluate the geographical distribution of services to ensure equitable access to for all residents.
 - 2.4.1.2. Service Enhancement Opportunities

- 2.4.1.2.1. Identify and prioritize opportunities for enhancing behavioral health services in Lee County.
 - 2.4.1.2.2. Propose innovative strategies to improve service quality and accessibility.
 - 2.4.1.2.3. Recommend evidence-based practices to enhance the effectiveness of prevention, intervention, treatment, and recovery services.
 - 2.4.1.2.4. Explore partnerships with community organizations and stakeholders to expand service options.
- 2.4.1.3. Duplication Mitigation
- 2.4.1.3.1. Analyze potential duplication of services and inefficiencies in the system.
 - 2.4.1.3.2. Provide recommendations to eliminate duplicate services and inefficiencies in service delivery.
 - 2.4.1.3.3. Ensure that all recommended changes align with best practices.
- 2.4.1.4. Bridging Service Gaps
- 2.4.1.4.1. Identify gaps in the behavioral health system that result in underserved populations or unmet needs.
 - 2.4.1.4.2. Develop strategies to bridge these gaps and ensure comprehensive coverage for all demographics.
 - 2.4.1.4.3. Propose mechanisms for collaborating with other agencies, both public and private, to fill service voids.
 - 2.4.1.4.4. Prioritize vulnerable populations to ensure they receive the necessary support and care.
- 2.4.1.5. Financial and Regulatory Considerations
- 2.4.1.5.1. Conduct a thorough exploration and analysis of existing funding sources and policies affecting the behavioral health system in Lee County.
 - 2.4.1.5.2. Examine the financial landscape to identify and understand current funding streams and policies influencing service delivery.
 - 2.4.1.5.3. Assess the adequacy and appropriateness of existing funding mechanisms in supporting proposed system improvements.
 - 2.4.1.5.4. Propose modifications or changes to funding policies to support proposed system improvements.
 - 2.4.1.5.5. Recommendations shall not only address immediate needs, but also anticipate and adapt to evolving trends and demands within the behavioral health landscape.
 - 2.4.1.5.6. Identify potential new or underused sources of funding.
- 2.4.1.6. Outcome Improvements
- 2.4.1.6.1. Define measurable outcome metrics to track the success of service enhancements and system improvements.
 - 2.4.1.6.2. Establish a framework for ongoing data collection and analysis to monitor progress.

- 2.4.1.6.3. Recommend continuous quality improvement strategies to ensure positive outcomes for individuals in the system.
- 2.4.1.6.4. Recommend continuous quality improvement strategies for providers within the system to ensure the best quality care for individuals in Lee County.
- 2.4.1.6.5. Establish a consistent reporting cadence to track advancements, assess achieved improvements and implement necessary adjustments as required.

2.4.1.7. Phase 2 Deliverable: Submit a digital PDF report titled, “Analysis and Recommendations: Lee County Behavioral Health System” to Human and Veteran Services representative that includes a thorough review and analysis of the existing local behavioral health system. It must include recommendations to address capacity issues, enhance access to services, minimize duplication, bridge service gaps, address financial and regulatory concerns, and improve overall outcomes as listed above. The recommendations shall be inclusive of a risk, impact potential and cost threshold matrix that allows for an informed review of possible actions.

2.4.1.7.1. These recommendations must assess the current systems’ capacity to effectively serve individuals at the appropriate level of care across prevention, intervention, treatment, and recovery. In addition, the report must use charts, infographics, and a service map that clearly shows services, capacity, gaps, and opportunities.

2.4.1.7.2. Community Presentation: One in-person Community Engagement Meeting during Phase 2

2.5. Phase 3 – Strategic Implementation Plan

2.5.1. The Vendor shall build upon Phases 1 and 2 to design an innovative, integrated model for Lee County’s Behavioral Health System of Care. This model shall address the capacity issues, service enhancement opportunities, duplication mitigation, bridging service gaps, financial and regulatory considerations, and improve overall outcomes for all residents of Lee County. The resulting strategic plan shall not only outline these aspects but also provide clear implementation steps promoting resiliency and recovery-oriented services. Moreover, in assembling the plan, the Vendor shall:

- 2.5.1.1. Develop a strategy to raise community awareness about the integrated system and its benefits for individuals and families in need of behavioral health services and resources in Lee County.
- 2.5.1.2. Identify community partners, key positions and roles required for the successful implementation and on-going operation of the system. Outline the responsibilities and qualifications for each position. Identify gaps in direct service staffing, and recommend positions needed to address gaps.
- 2.5.1.3. Establish a framework for ongoing data collection and analysis to monitor progress. Including, but not limited to, the development or integration of standard data tracking methods and software. The data points shall align with the measurable outcome metrics defined by the Analysis and Recommendations report.

- 2.5.1.4. Develop a budget to encompass the initial implementation phase, as well as the ongoing maintenance and operation of the system. The budget shall include, but not be limited to, costs associated with program development, staff training, infrastructure set up, technology systems, marketing, data management tools, website operation, direct service staff, service costs, and any necessary licensing or accreditation fees, inclusive of any one-time expenses and recurring costs.
 - 2.5.1.5. Develop a ten (10) year comprehensive funding sustainability plan including Federal, State, and local funding sources.
 - 2.5.1.6. Identity and incorporate any additional steps necessary to for the plan's success, considering community-specific factors, emerging trends and feedback received throughout the project.
- 2.5.2. Phase 3 Deliverable: Submit a digital PDF report titled "Strategic Implementation Plan: Lee County Behavioral Health System" to Human and Veteran Services representative that includes implementation steps for an integrated system approach as listed above, ensuring all Lee County residents have access to resiliency-promoting and recovery-oriented services. The implementation plan shall address capacity issues, service enhancement opportunities, duplication mitigation, bridging service gaps, financial and regulatory considerations, and improve overall outcomes for all residents of Lee County.
- 2.5.2.1. The resulting strategic plan shall not only outline these aspects but also provide clear implementation steps promoting resiliency and recovery-oriented services plan for the development of comprehensive behavioral health system of care. The report shall be well-referenced, free of errors and presented in a professional format.
 - 2.5.2.2. Community Presentation: One in-person Community Engagement Meeting during Phase 3.
 - 2.5.2.3. Board Meeting: One in-person Board Presentation at the end of Phase 3.
- 2.5.3. Final Deliverable: Submit a final consolidated report encompassing all three phases into one final report, Phase 1 – Comprehensive Overview: Lee County Behavioral Health System, Phase 2- Analysis and Phase 3 – Strategic Implementation Plan. The final document is required in both digital and hard copy formats. Please ensure the provision of a PDF file along with two printed spiral-bound copies in color.
- 2.5.3.1. Vendor must conduct a virtual close-out meeting. Close-out meeting shall wrap up the project and discuss final outcomes.

End of Detailed Specifications

**EXHIBIT B
FEE SCHEDULE**

<i>Behavioral Health System of Care – CDBG-DR</i>			
Item	Description	Unit of Measure	Extended Amount
1	Phase 1 - Comprehensive Overview Report	LS	\$80,000.00
2	Phase 2 - Analysis and Recommendation Report	LS	\$237,469.50*
3	Phase 3 - Strategic Implementation Plan Report	LS	\$182,469.50*
4	Final Deliverable Report	LS	\$75,000.00
<i>BID SUMMARY</i>			
*Included actuarial services		PROJECT TOTAL	\$ \$574,939.00

Both parties have agreed that payments will be made by the County on a monthly basis, upon receipt of an invoice. Such invoice will contain detailed activity summaries that document the work accomplished against each deliverable during the month, and total percentage of deliverable completion. The Vendor shall submit invoice with detailed report, no later than the 15th day following the end of each month. The County reserves the right to request additional supporting documentation before submitting payment.

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements Includes Professional Liability
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Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.
 - \$1,000,000 per occurrence

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

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**Lee County Insurance Requirements
Includes Professional Liability**

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. Under the Description of Operations, the following must read as listed:

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 7/17/24

Gregory Williams
Signature

STATE OF New York
COUNTY OF Putnam

Gregory Williams / President and Member
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17 day of July, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: CT drivers license
Type of Identification

[Stamp/seal required]

Daniel S. Diven
Signature, Notary Public

