

**Purchase Agreement #COC24**

Between

**Central Florida Cares Health System,  
Inc.**

And

**Circles of Care, Inc.**

THIS AGREEMENT "Agreement" is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as "CFCHS" or the "Company" and **CIRCLES OF CARE, INC.**, 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 Florida Department of Children and Families, hereinafter referred to as the "Department", is requiring of the Managing Entities to oversee the implementation and administration of the Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care program. This shall require that Network Service Providers, Emergency Medical Providers, and Emergency Departments participating in a CORE project adhere to the service delivery and reporting requirements identified by The Department.

The CORE program requirements are as follows:

1. Provide a 24/7 access point where an individual can access medication assisted treatment (MAT), including weekends.
2. Ensure a clinic provider is available to receive individuals in need of services from the 24/7 access point, and that first responders can provide MAT until the individual can be seen in the clinic.
3. Provide treatment for co-morbid alcohol and benzodiazepine use disorders.
4. Ensure individuals receiving services have access to higher levels of care if needed, including outpatient detox.
5. Ensure the availability of clinical experts in addiction medicine, including licensed therapists in outpatient services and access to primary care for all individuals served.
6. Perform necessary lab work on all individuals to identify any infectious diseases.
7. Ensure individuals served have access to psychiatric care at the providers clinic or in the community.
8. Ensure availability of peer support staff to assist in navigating the CORE network

and other supportive services needed.

9. Ensure care coordination is available based on an individual's need.
10. Ensure access to a variety of MAT, including buprenorphine (Buprenorphine) and Vivitrol, and referrals for methadone, if appropriate.
11. Capacity to continue prescribing MAT as long as the prescriber determines the medication is clinically beneficial, without any arbitrary limits on length of care.
12. Approach to dosing MAT that considers the specific circumstances and use pattern of the individual.
13. Availability to test biological specimens (e.g., urine, blood, hair) for fentanyl at the 24/7 access point and the receiving clinic.
14. Network Service Providers, Emergency Medical Providers, and Hospital Emergency Departments shall use the established clinic intake process.
15. Network Service Providers, Emergency Medical Providers, and Hospital Emergency Departments shall use the established protocol for induction on buprenorphine.
16. Naloxone kits shall be available to individuals without specific conditional requirements.
17. Provide access to group and individual therapy and recovery support groups facilitated by recovery peer specialists, where appropriate.
18. Procedures to address phases of treatment.
19. Ability to provide care to pregnant and parenting women.
20. Consistent monitoring of outcome measures and data including the use of the Brief Addiction Monitoring (BAM) tool and reporting as outlined in Section VIII of this document.

The Department requires that CFCHS enter into agreements with pre-existing organizations under CORE. The purpose of this Agreement is for a service array to positively impact the Brevard County's opioid crisis. Services that meet the program requirements, which could include but not limited to inpatient detoxification, outpatient detoxification, inpatient residential services, community residential services, and ambulatory medication-assisted treatment will be provided by the county's largest behavioral health provider and Community Mental Health Center, Circles of Care, Inc.

## **2. Contractor Qualifications**

Contractor staff assigned to this agreement must possess the following minimum qualifications and experience:

- a. Experience with harm reduction models of treatment to opiate addiction.
- b. Experience with provider systems, including electronic health records and prescription drug monitoring programs.
- c. Ability to work collaboratively within a team environment.

- d. Appropriate credentials and licensing for their scope of service as defined by Florida Administrative Code: F.A.C. 65D and F.A.C. 65E.

### 3. Service Tasks

The Contractor shall perform the following tasks in the time and manner specified and in compliance with *DCF Guidance Document 41*:

- a. Ensure patients receiving treatment for substance use disorder (SUD) receive the appropriate level of treatment as determined by the American Society of Addiction Medicine (ASAM) that is delivered by qualified practitioners and substance use specialists that include licensed psychiatrists, psychiatric mental health nurse practitioners, counselors, case managers, peer support specialists, and medical assistants throughout the Purchase Agreement term.
- b. For the patients referenced in **Task a**, prepare a quarterly report that includes the use of a recognized psychometric assessment tool such as the Brief Addiction Monitor or the Functional Assessment Rating Scale to include summarizing the utilization of:
  - i. Inpatient Detoxification
  - ii. Inpatient Residential Level I
  - iii. Residential Level II
  - iv. Medication Assisted Treatment
    - Psychiatric services
    - Individual and Group Therapy
    - Care Coordination
    - Peer Support
    - Pharmacy Services
- c. Submit a quarterly report for individuals served, regardless of payer source, that are referenced in **Task a**. At a minimum, the report will include the following information and be submitted with the invoice:
  - Length of time from referral date to first offered appointment
  - Length of time from referral date to first kept appointment
  - Length of time between follow-up appointments
  - Length of time in treatment by program and covered services as outlined in **Task b**
- d. Submit a quarterly report of the number of patients referenced in **Task a** who were referred to other community resources listed below. The report is to be submitted with the invoice.
  - Housing
  - Parenting

- Life skills training
  - Employment assistance
  - Name of Agency Referral
  - Patient's funding status
- e. Provide the Company a progress report of the number of individuals receiving treatment in the various programs across the continuum of care and submit with the invoice.
  - f. Provide the Company an aggregated progress report of client treatment through each program level and service level and submit it with the invoice.
  - g. Provide the Company a report regarding the access and availability to care and submit it with the invoice.
  - h. Provide the Company a report regarding linkages to other community support and agencies and submit it with the invoice.
  - i. **Data Security and Confidentiality Task:** The contractor, its employees, subcontractors, and agents must comply at all times with all Department data security procedures and policies in the performance of this scope of work.

#### 4. Contract Deliverables

- a. The Contractor will complete and submit the following deliverables to CFCHS in the time and manner specified:
  - i. Quarterly: Provision of overdose patients' treated through services in the time and manner specified in **Sections 3.a. - 3.i.**

#### 5. Method of Payment

- a. This is a fixed price Agreement. CFCHS shall pay the Contractor in accordance with the conditions of this Agreement, a prorated amount each month, for a total amount not to exceed **\$477,073.00**, subject to the availability of funds.
- b. CFCHS 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 monthly within five (5) days after the first day of the month following services. The invoice must contain the following information:
  - i. Purchase Agreement (PA) number;
  - ii. Contractor name and address;
  - iii. Contractor Federal Identification Number;
  - iv. Deliverables due during the period of service provision;
  - v. Dates of service provision;
  - vi. Total hours billed for the invoice;

- vii. Invoice amount; and
  - viii. Signature of the Contractor's authorized representative and date signed.
- d. CFCHS may require any other information from the Contractor that it deems necessary to verify performance of the Contractor under the Purchase Agreement.
  - e. CFCHS reserves the right to request supporting documentation at any time after the invoice has been submitted.

## 6. 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 will result in a financial consequence as indicated below:

- a. Failure to complete and submit the task outlined in **Section 4.a-i.** in the time and manner specified will result in a payment reduction equal to five percent of the quarterly invoiced amount.
- b. Failure to comply with the Data Security and Confidentiality task will result in a payment reduction equal to five percent of the quarterly invoiced amount.

## 7. Contractor Information

- a. **ANNUAL APPROPRIATIONS:** CFCHS's obligation to pay under this contract is contingent upon an annual appropriation by the legislature.
- b. **BACKGROUND SCREENING:** The Contractor shall comply with the staffing qualifications and requirements (including background screening), required by this Agreement and as required by applicable law, rule, or regulations, including without limitation, the regulations of the Department.

The Contractor shall comply with the provisions of s. 448.095(5), F.S. The Contractor will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the Contractor's subcontractors' employees performing under this Agreement.

**Mental Health:** The Contractor shall provide employment screening for all mental health personnel and all chief executive officers, directors, and chief financial officers of Contractor using the standards for Level II screening set forth in Chapter 435, and Section 408.809 Florida Statutes (F.S.), except as otherwise specified in Sections 394.4572(1)(b)-(c), F.S. For the purposes of this Agreement, "mental health personnel" includes all program directors, professional clinicians, staff members, clubhouse staff, drop-in center staff, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment, or who have access to client funds, personal property, or living areas. In addition, employment screening described in this paragraph may include a local criminal records check conducted through a local law enforcement agency.

**Substance Abuse:** The Contractor shall ensure compliance with background

screening in accordance with Section 397.4073, F.S. This statute requires employment screening for:

- i. Owners, directors, chief financial officers and clinical supervisors of service providers.
- ii. All service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled.
- iii. All peer specialists who have direct contact with individuals receiving services are screened in accordance with Section 397.417(4), F.S.

Individuals subject to Mental Health and Substance Abuse screening in this section shall be re-screened within five (5) years from the date of their last screening results and every five (5) years thereafter.

At the time of the initial level 2 background screening, and with every 5-year re-screening, the Contractor shall require mental health and substance abuse personnel to complete the current version of DCF Affidavit of Good Moral Character. The current version of the form CF 1649 (April 2021) is incorporated by reference and available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-15275>.

- c. **CONFIDENTIALITY:** The Contractor shall comply with all confidentiality and non-disclosure requirements contained in Attachment I or required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, by court order, or as required by law, rule, or regulation.
- d. **DATA SECURITY:** The Subcontractor shall comply with the following data security requirements:

An appropriately skilled individual shall be identified by the Contractor to function as its' Data Security Officer. The Data Security Officer shall act as the liaison to the Managing Entity's and the Department's security staff and will maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Contractor employees that request or have access to any Managing Entity or Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Contractor employees or employees on leave for more than thirty (30) days.

The Contractor shall provide the latest Managing Entity or Departmental security awareness training to its staff and subcontractors who have access to Managing Entity or Departmental information.

All Contractor employees who have access to Managing Entity or Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Department's Security Agreement form CF-112

annually. A copy of CF-112 may be obtained from the Contract Manager.

The Contractor shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential Managing Entity or Departmental data will not be stored on unencrypted storage devices. The Contractor shall require the same of all its subcontractors.

The Contractor shall at its own cost provide notice to affected parties no later than thirty (30) days following the determination of any potential breach of personal or confidential Departmental data as provided in Section 501.171, F.S. The Contractor shall require the same notification requirements of all its subcontractors. The Contractor shall also at its own cost implement reasonable measures deemed appropriate by the Managing Entity or Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Managing Entity or Departmental data.

- e. **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).
- f. **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 CFCHS, 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 CFCHS or the Department.

Further, the Contractor shall, without exception, indemnify and hold harmless CFCHS 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 CFCHS or the Department for the use of CFCHS or the Department, its employees, agents, or contractors.

Further, the Contractor shall protect, defend, and indemnify, including attorneys' fees, costs, and expenses, CFCHS and the Department for any and all claims and litigation (including litigation initiated by CFCHS 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 CFCHS or the Department negligent shall excuse the provider of performance under this provision, in which case CFCHS 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.

- g. **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 CFCHS 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 CFCHS or the Department by virtue of this Agreement.
- h. **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.

- i. **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 Orange County, Florida.
- j. **MONITORING:** The Contractor shall permit all persons who are duly authorized by CFCHS 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 CFCHS of the satisfactory performance of the terms and conditions of this Agreement.
- k. **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.
- l. **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 CFCHS 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.

- m. **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., CFCHS 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. CFCHS 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.

- n. **SPONSORSHIP AND PUBLICITY:** The Contractor and partners shall, in publicizing, advertising or describing the sponsorship of the program, state: “Sponsored by Centerstone of Florida, Inc., 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.
- o. **TRAVEL REIMBURSEMENT:** Reimbursement for travel expenses is authorized only when approved in advance by the CFCHS Program Manager and conducted in accordance with s. 112.061, F.S.
- p. **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.

#### 8. 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 GHME1
  - ii. **Guidance Document 41** – Coordinated Opioid Recovery Network of Addiction Care (CORE Network)
  - iii. **SOW22-376** – Florida Department of Health Brevard County Formal Scope of Work Circles of Care

#### 9. Term and Termination

This Agreement shall begin on **October 1, 2023**, 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 7.f**. 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.

## Record of Signing

For Central Florida Cares Health System, Inc.  
Name Maria Bledsoe  
Title Chief Executive Officer

*Maria Bledsoe*

**Signed on 2023-09-19 13:39:56 GMT**

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DocumentID: ODNmZDFhNTItNm  
SigningID: Y2RkOTk5NDItMj  
Signing date: 9/19/2023  
IP Address: 75.112.141.50  
Email: mbledsoe@cfchs.org

For Circles of Care, Inc.  
Name Stephen L. Lord  
Title President & CEO

*Stephen L. Lord*

**Signed on 2023-09-19 00:34:52 GMT**

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SigningID: YWQ0ZGRkMWWEtY2  
Signing date: 9/19/2023  
IP Address: 75.112.149.210  
Email: slord@circlesofcare.org

