

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**

AND

SPACE COAST HEALTH FOUNDATION D/B/A LIFETIME COUNSELING CENTER

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Managing Entity" and **SPACE COAST HEALTH FOUNDATION D/B/A LIFETIME COUNSELING CENTER** hereinafter referred to as the "Network Provider".

I. Services to be Provided

This Agreement is for the purchase of the services specified in Attachment I, Scope of Work, attached hereto.

II. Term

The term of this agreement shall be in effect beginning July 1, 2023, and end at midnight on June 30, 2024.

III. Representations

1. The Network Provider shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
2. The Network Provider hereby represents to the ME, with full knowledge that the ME is relying upon these representations when entering into this Agreement that Network Provider has the professional expertise, experience, and manpower, as well as holds the necessary certification and licenses required to perform the services to be provided by the Network Provider pursuant to the terms of this Agreement.
3. Prior to commencing to provide any services pursuant to this Agreement, Network Provider shall provide copies of any and all business or professional licenses and certifications held by Network Provider to the ME related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Network Provider shall provide evidence of such renewal or re-issuance to the ME.

IV. Compensation

1. The Network Provider shall be paid on a bi-annual basis based with a fixed fee of one-half (1/2) of the total contract amount. To include a final reconciliation to actual expenditures, no later than July 20, 2024.
2. The total amount available for the services set forth in Attachment I, Scope of Work, shall not exceed Six Hundred and Twenty-Five Thousand Dollars (\$625,000.00).

V. Payment Request

The Network Provider shall submit a quarterly payment request by the 5th of the month following the quarter of services. The template for the payment request is provided in Exhibit A.

VI. Required Reports

1. The Network Provider agrees to submit the following reports:

	Report	Frequency	Deliver To
1.	Performance Outcome Report (Network Provider template)	<i>Monthly</i> 5th of month, following services	ME Contract Manager
2.	Return on Investment Report (Template in Exhibit B)	<i>Quarterly</i> October 8, 2023 (Period: 7/1/23 – 9/30/23) January 8, 2024 (Period: 10/1/23 – 12/31/23) April 8, 2024 (Period: 1/1/24 – 3/31/24) July 8, 2024 (Period: 4/1/24 – 6/30/24)	ME Contract Manager
3.	Payment Request (Template in Exhibit A)	<i>Bi-Annual</i> July 1, 2023 January 1, 2024	ME Contract Manager
4.	Final Expenditure Reconciliation Report (Template Provided by ME)	<i>Annual</i> July 20, 2024	ME Contract Manager

VII. Acceptance of Reports

The Network Provider must submit reports listed in this Agreement. In all cases, the delivery of reports, ad hoc or scheduled, must not be construed to mean acceptance of those reports.

VIII. Accounting For Payments

The Network Provider agrees that it will account for all payments from the ME organization.

IX. Protected Health Information

To the extent the Network Provider will have or be given access to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR Part 2, 45 CFR Parts 160, 162, and 164, and any applicable state and federal data privacy laws, as part of performing services hereunder, the Network Provider will be deemed a Business Associate and will comply with all requirements of a Business Associate under HIPAA.

X. Special Insurance Provisions

1. The Network Provider shall obtain at its own expense all necessary insurance in such form and amount as required by the ME before beginning work under this contract including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the ME, including Professional Liability when appropriate. The Network Provider shall maintain such insurance in full force and effect during the life of this Agreement. The Network Provider shall provide to the ME certificates of all insurances required under this section prior to beginning any work under this contract. The Network Provider will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.
2. The Network Provider acknowledges that, as an independent contractor, the Network Providers, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
3. The Network Provider must obtain and provide proof to the ME's of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Provider and all of its employees. The limits of Network Provider's coverage must be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
4. If any officer, employee, or agent of the Network Provider operates a motor vehicle in the course of the performance of its duties under this Agreement, the Network Provider must obtain and provide proof to the Managing Entity

of comprehensive automobile liability insurance coverage. The limits of the Network Provider's coverage must be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

5. If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity must cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.
6. The ME must 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 must be the sole responsibility of the Network Provider purchasing the insurance.
7. All such insurance policies of the Network Providers, and its subcontractors at all tiers, must 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 must name the ME as an additional insured under the policy(ies). The Network Provider must use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the ME as an additional insured or a form of additional insured endorsement that is acceptable to the ME in the reasonable exercise of its judgment.

XI. Indemnification

1. The Network Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the ME, State and the Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Network Provider, its agents, employees, partners, or subcontractors, provided, however, that the Network Provider shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the ME.
2. The Network Provider shall fully indemnify, defend and hold harmless the ME, the State, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation

of infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the ME's misuse or modification of Network Provider's products or a ME's operation or use of Network Provider's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Network Provider's opinion is likely to become the subject of such a suit, the Network Provider may at its sole expense procure for the ME the right to continue using the product or modify it to become non-infringing. If the Network Provider is not reasonably able to modify or otherwise secure the ME the use, the ME shall not be liable for any royalties. The Network Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Network Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the ME for the use of the ME, its employees, agents or contractors.

3. The Network Provider shall protect, defend, and indemnify, including attorney's fees and cost, the ME for any and all claims and litigation (including litigation initiated by the ME) arising from or relating to Network Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Network Provider's redaction.
4. The ME shall not be liable for any cost, expense, or compromise incurred or made by the Network Provider in any legal action. The Network Provider'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 the ME negligent shall excuse the Network Provider of performance under this provision, in which case the ME shall have no obligation to reimburse the Network Provider for costs of its defense. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

XII. All Terms and Conditions Included

This Agreement, together with any documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. This is the complete Agreement and supersedes all prior and contemporaneous understandings relating to the subject matter hereof and may not be amended or modified except in writing and shall be governed by the laws of the State of Florida.

XIII. Amendments

This Agreement may only be modified in writing and signed by the parties.

XIV. Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice Network Provider's rights to payments for services properly completed prior to the effective date of termination. The Managing Entity reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

XV. List of Documents

1. **Attachment 1**, Scope of Work
2. **Exhibit A**, Payment Request Form
3. **Exhibit B**, Return on Investment Report

XVI. Incorporated by Reference

1. The Florida House of Representatives Appropriations Project Request - Fiscal Year 2023-2024: H0132, Lifetime Counseling Center: Behavioral Health Prevention & Intervention.
2. The Florida Senate Appropriations Project Request – Fiscal Year 2023-2024: S1273, Lifetime Counseling Center: Behavioral Health Prevention & Intervention.

XVII. Point of Contact

Managing Entity Representative
Trinity Schwab, COO
707 Mendham Blvd., Suite 201
Orlando, Florida 32825

Network Provider Representative
Lori Parsons, Director
505 Brevard Avenue, Suite 106
Cocoa, Florida 32922

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, has caused this 13-page agreement to be executed on the date and year below.

Record of Signing

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

Maria Bledsoe

Signed on 2023-09-27 17:41:28 GMT

Secured by Concord™
DocumentID: YWnmZWJmMmMtMT
SigningID: OTQ1MjNkOTYtMW
Signing date: 9/27/2023
IP Address: 75.112.141.50
Email: mbledsoe@cfchs.org

For Space Coast Health Foundation
Name Johnette Gindling
Title President/CEO

Johnette Gindling

Signed on 2023-09-27 17:38:30 GMT

Secured by Concord™
DocumentID: YWnmZWJmMmMtMT
SigningID: NjJiMTFiN2EtNW
Signing date: 9/27/2023
IP Address: 97.71.135.146
Email: johnette.gindling@schfbrevard.org



Attachment I
Scope of Work

As specified in the submitted Appropriations Project Request – Fiscal Year 2023 -24

I. Specific Purpose of the Lifetime Counseling Center: Behavioral Health Prevention & Intervention Project

- a. The goal of this project is to expand access to mental health prevention and early intervention services for children, adolescents, and adults throughout the community, as well as to provide outpatient mental health and substance abuse counseling to the uninsured population of our county. Offering these services will help reduce the need for much more expensive higher levels of care such as crisis intervention, inpatient stabilization, and residential treatment.

II. Activities/ Services Provided with the Lifetime Counseling Center: Behavioral Health Prevention & Intervention Project

- a. We will provide prevention and early intervention services for the whole community, as well as outpatient counseling for the uninsured population, totaling 4000 hours of service. Activities will include psychoeducation; mental health support; assistance with building skills such as coping skills, emotional regulation, healthy communication, and problem-solving; and outpatient treatment.

III. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups") with the Lifetime Counseling Center: Behavioral Health Prevention & Intervention Project

- a. Persons with poor mental health
- b. Economically Disadvantaged Persons
- c. At-risk Youth
- d. Homeless
- e. Drug Users (in health services)
- f. Grade school students
- g. High school students
- h. University/college students

IV. Outcomes - Lifetime Counseling Center: Behavioral Health Prevention & Intervention Project

Benefit/Outcome	Measurements	Targets
Improve community awareness & understanding of mental wellness strategies, as well as awareness of substance misuse and the connection between substance misuse and mental health challenges	Thrive Within mental health awareness campaign via social media	500,000 impressions
	65 individuals will participate in community training events	25 individuals will report using what they learned
	40 families will participate in family engagement event	15 families will report using at least one activity learned
Improve healthy coping skills and resiliency; address early signs of mental health difficulties/distress	40 individuals will participate in psychoeducational/support groups	25 individuals will report improved coping skills and using skills they learned
	400 individuals will initiate participation in the 30-day mental wellness challenge	100 individuals will complete the challenge and report using skills they learned
Reduce need for referral to higher levels of care	65 individuals will receive mental health support via phone helpline	30 individuals will report resolution of difficulties without need for mental health counseling
	40 individuals will receive outpatient mental health counseling	35 individuals will achieve resolution of difficulties without need for crisis intervention or inpatient care

V. Project Costs for Fiscal Year 2023 – 2024 – Allocation through the Department of Children and Families - Lifetime Counseling Center: Behavioral Health Prevention & Intervention Project

Administrative Costs:		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other	Funds will be spent on supplies and materials needed to support the services provided; including pre- and post-tests, treatment supplies, outreach materials, supplies/food for community education events, mileage reimbursement for providers, publishing educational materials, purchasing mental health support apps on behalf of community members, renting space for community education events, running educational ads on electronic billboards, etc.	125,000
Consultants/Contracted Services/Study		0
Operational Costs: Other		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/Other	Funds will be used to cover the cost of master's and doctoral level mental health clinicians to provide 4000 total hours of service at \$125.00/hour.	500,000
Consultants/Contracted Services/Study		0
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering		0
Total State Funds Requested (must equal total from question #6)		625,000

VI. Penalties for unmet deliverables

- a. The Network Provider agrees to return unspent money to the State of Florida, as indicated in the local funding initiative request.

Exhibit A Payment Request

EXHIBIT A				
COST REIMBURSEMENT REPORT OF EXPENDITURES AND REQUEST FOR PAYMENT OR ADVANCE				
PROVIDER NAME: _____				
ADDRESS: _____				
TYPE OF REQUEST: _____				
CONTRACT #	APPR. CAT.	OCA	FUND	
PERIOD COVERED BY THIS REPORT: From: _____ To: _____				
BUDGET SUMMARY	TOTAL CONTRACT AMOUNT	AMENDED AMT DATE:	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
I. PERSONNEL SERVICES				
(a) SALARIES				
(b) FRINGE				
TOTAL PERSONNEL =	\$0.00	\$0.00	\$0.00	\$0.00
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES				
(c) TRAVEL				
(d) EQUIPMENT COSTS				
(e) FOOD SERVICES				
(f) MEDICAL AND PHARMACY				
(g) SUBCONTRACTED SERVICES				
(h) INSURANCE				
(i) INTEREST				
(j) OPERATING SUPPLIES & EXPENSES				
(k) OTHER				
(l) DONATED ITEMS				
(j) ENHANCEMENT EXPENSES				
TOTAL EXPENSES =	\$0.00	\$0.00	\$0.00	\$0.00
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =	\$0.00	\$0.00	\$0.00	\$0.00
IV. COMPUTER HARDWARE, SOFTWARE, & SERVICES				
TOTAL COMPUTER EXPENSES =	\$0.00	\$0.00	\$0.00	\$0.00
V. ADMINISTRATION				
GRAND TOTAL =	\$0.00	\$0.00	\$0.00	\$0.00
AMOUNT OF FUNDS REQUESTED			\$0.00	
AMOUNT OF ADVANCED FUNDS RECOUPED				
STATE AMOUNT OF PAYMENT				
<small>(to be completed by CFCHS contract manager)</small>				
I CERTIFY THE ABOVE REPORT IS TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE PURPOSE OF THIS CONTRACT				
SIGNATURE OF PROVIDER AGENCY OFFICIAL		Date Invoice Received: _____		
TITLE		Date Goods/Services Received: _____		
DATE		Date Inspected and Approved: _____		
PHONE		Approved by: _____		
		Signature _____		
		Title _____ Date _____		



Exhibit B

Template 30 - Proviso Project Return on Investment Report

Template 30 - Proviso Project Return on Investment Report



OFFICE OF SUBSTANCE ABUSE AND MENTAL HEALTH
MYFLFAMILIES.COM

Purpose: This report serves to track the progress of proviso projects and quantify the return on investment, in both financial and human terms. This report should be completed quarterly and submitted to the managing entity (ME) by October 15, January 15, April 15, and July 15.

General Information

Year: General Appropriations Act: Specific Appropriation #: ME:

Provider: Project Name:

*Project Start Date: Proviso Allocation Amount: \$

Reporting Period: Quarter (Q) 1 (July-Sep) Q 2 (Oct-Dec) Q 3 (Jan-March) Q 4 (April-June)

Brief Project Description

Target Population: (check all that apply): Adults Children At-Risk Mental Health only Substance Use only Co-Occurring Disorders Criminal/Juvenile Justice Child Welfare Homeless Veterans Other (provide details):

Individuals for involuntary and voluntary examination under the Baker Act.

Length of Services (if using an average, please note so):

Description of Services Offered:

Location of Service Provision (i.e., office, school, home, jail, etc.):

Project Staffing Plan and Credentials (i.e., # of staff, title, education level):

Project Goal(s) as stated on the Local Funding Initiative Request:

*For projects that are operational, use the start date of the applicable Fiscal Year

Outputs and Outcomes

Contracted Targets *(list the performance measures and associated targets outlined in your contract):*

Individuals to be Served: _____

Contractual Performance Measures for this project:

Actual unduplicated number of individuals served: Reporting Period _____ Year to Date _____

Actual Performance Outcomes *(i.e., improvement in functioning, decrease in substance use, increase in employment or school attendance, increase in recovery capital, etc.):*

If not a service project, list applicable outputs *(i.e., # of individuals trained, # of site impressions, etc.):*

If applicable, describe a success story: N/A

Cost

Expenditures for entire allocation: Reporting Period \$ _____ Year to Date \$ _____

Cost per person: \$ _____ (Divide Year to Date Expenditures by Year to Date Unduplicated # of individuals served)

Cost Avoidance this Quarter (use table below to demonstrate cost avoidance and provide a narrative on your methodology):

Example:

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
Residential Treatment Center - SIPP	2	90	\$487.42	\$87,735.60

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00

Cost Avoidance Narrative (explanation of methodology):