

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

AND

PROJECT OPIOID INITIATIVE D/B/A PROJECT OPIOID FLORIDA

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Managing Entity" and **PROJECT OPIOID INITIATIVE D/B/A PROJECT OPIOID FLORIDA** 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 Four Hundred and Seventy-Five Thousand Dollars (\$475,000.00).

V. Payment Request

1. The Network Provider shall submit the first bi-annual payment request by July 1, 2023 and second payment request by January 1, 2024. 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: H2018, Project Opioid - Florida Opioid Crisis Pilot Expansion Project.
2. The Florida Seante Appropriate Project Request – Fiscal Year 2023-2024: S1208, Project Opioid – Florida Opioid Crisis Pilot Expansion Project.

XVII. Point of Contact

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

Network Provider Representative
Andrae Bailey, Founder
100 East Pine Street, Suite 100
Orlando, FL 32801

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 2023-09-25 10:27:57 GMT

Secured by Concord™
DocumentID: NWY4MjRiOWYtOW
SigningID: ODhhYTU3MmUtOG
Signing date: 9/25/2023
IP Address: 68.204.206.249
Email: mbledsoe@cfchs.org

For Project Opioid Initiative
Name Andrae Bailey
Title CEO

Andrae Bailey

Signed on 2023-09-24 13:57:47 GMT

Secured by Concord™
DocumentID: NWY4MjRiOWYtOW
SigningID: MWZhNDQzMdUtYj
Signing date: 9/24/2023
IP Address: 73.57.251.146
Email: andrae@change-everything.com



Attachment I

Scope of Work

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

I. Specific Purpose of the Project Opioid - Florida Opioid Crisis Pilot Expansion Project

- a. Project Opioid Florida will curb opioid misuse, dependency & overdoses by creating a comprehensive response to the opioid crisis that closes the gaps between prevention, response, & recovery. We will achieve this by expanding throughout the state, the following projects within our Overdose Initiative: (1) Downtown overdose Reversal & Intervention Program (DRIP), (2) Corporate Engagement on Opioids (CEO), (3) Community Overdose Awareness Outreach, and (4) State of the Opioid Crisis Data Analysis.

II. Activities/ Services Provided with the Project Opioid - Florida Opioid Crisis Pilot Expansion Project

- a. Overdose Initiative: (1) Downtown overdose Reversal & Intervention Program (DRIP) targeting our nightlife and entertainment industries, (2) Corporate Engagement on Opioids (CEO) targeting businesses in industries hard-hit by the crisis, (3) Community Overdose Awareness Outreach targeting vulnerable communities, & (4) State of the Opioid Crisis Data Analysis to provide communities with a scorecard.

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 Project Opioid - Florida Opioid Crisis Pilot Expansion Project

- a. Persons with poor mental health
- b. Jobless Persons
- c. Economically Disadvantaged Persons
- d. At-risk Youth
- e. Homeless
- f. Drug Users (in health services)
- g. Grade school students
- h. High school students
- i. University/college students
- j. Currently or formerly incarcerated persons
- k. Drug offenders (in criminal justice)

IV. Outcomes - Project Opioid - Florida Opioid Crisis Pilot Expansion Project

Overdose Initiative:

- (1) Downtown overdose Reversal & Intervention Program (DRIP) targeting our nightlife and entertainment industries,
- (2) Corporate Engagement on Opioids (CEO) targeting businesses in industries hard-hit by the crisis,
- (3) Community Overdose Awareness Outreach targeting vulnerable communities, &
- (4) State of the Opioid Crisis Data Analysis to provide communities with a scorecard

Direct Service

- Through the implementation of each of the four activities within our Overdose Initiative Project Opioid Florida will be providing direct distribution of harm reduction tools and education and fostering the development of community partnerships that will strengthen and expand the available resources to impacted populations leading communities toward innovative strategies that save lives.

Activity ID	Activity	Target Number	Number Achieved	Target Date	Date Achieved
1A	DRIP: Provide periodic educational trainings to Florida nightlife and entertainment leaders and staff to increase knowledge about the opioid and substance use crisis	4			
1B	DRIP: Engage nightlife and entertainment employers about reducing stigma, providing inclusive health insurance coverage and expanded Employee Assistance Programs	75			
1C	DRIP: Distribute naloxone to at-risk Floridians who frequent the nightlife & entertainment sectors	1000			
1D	DRIP: Recruit coalition members from leadership within the nightlife & entertainment sectors	10			
2A	CEO: Provide periodic educational webinars to Florida leaders to increase knowledge about the opioid and substance use crisis	4			
2B	CEO: Engage corporate employers about reducing stigma, providing inclusive health insurance coverage and expanded Employee Assistance Programs	100			
2C	CEO: Distribute naloxone to at-risk Floridians working in hard-hit industries	1000			
2D	CEO: Recruit coalition members from leadership within the business and philanthropic sectors	20			
3A	COAO: Provide periodic educational events and/or meetings in Florida communities to increase the general public's knowledge about the opioid and substance use crisis	4			
3B	COAO: Engage Florida Mayors about reducing stigma, providing inclusive health insurance coverage and expanded Employee Assistance Programs	100			
3C	COAO: Distribute naloxone to at-risk Floridians in hard-hit communities	1000			
3D	COAO: Recruit coalition members from leadership within vulnerable communities, law enforcement, faith, and healthcare sectors	25			
4A	DATA: Provide periodic educational webinars highlighting and interpreting key data on the crisis to Florida leaders to increase knowledge about the opioid and substance use crisis	2			
4B	DATA: Develop relationships with key leaders in data collection and analytics around Florida to foster expedient retrieval of data on the crisis	10			
4C	DATA: Develop a community scorecard to foster accountability	1			
4D	DATA: Produce a progress study on the state of the crisis in Florida	1			

V. Project Costs for Fiscal Year 2023 – 2024 – Allocation through the Department of Children and Families - Project Opioid - Florida Opioid Crisis Pilot Expansion Project

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits	1 FTE Executive Director (salary) 1 FTE Outreach Director (salary) 1 FTE Communication Director (salary)	68,100
Other Salary and Benefits	2 FTE Program Managers (salary) 4 FTE Program Assistants (hourly)	120,900
Expense/Equipment/Travel/Supplies/ Other	Event \$ Meeting expenses F&B expenses Vendor services Staff travel expenses Harm Reduction Supplies	137,200
Consultants/Contracted Services/Study	Consultant services in addiction, treatment, and recovery Consultant services for completing of data analysis Consultant services for communications & marketing Consultant services for compliance management	116,000
Operational Costs: Other		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/ Other	Office equipment Office Supplies Technology Services Printed Materials	32,800
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)		475,000

VI. Penalties for unmet deliverables

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


 <small>FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES MYFLFAMILIES.COM</small>	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



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

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

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):