

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT TO DISTRIBUTE, MONITOR AND REVIEW
THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT** between Marion County, a political subdivision of the State of Florida (“COUNTY”) and Marion County Hospital District, a public entity and dependent special district created pursuant to Chapter 2008-273 Laws of Florida 2008 as Amended, Florida Statutes (“MCHD” a/k/a “SUBRECIPIENT”) is made and entered into this _____ day of _____, 202__ (each singularly referred to as “Party”, collectively as “Parties”).

WHEREAS, COUNTY is a “Qualified County” under the Florida Plan (pursuant to the Florida Memorandum of Understanding approved by the COUNTY and the City of Ocala) for the expenditure of Regional Opioid Settlement Funds to abate and alleviate the damage caused by Pharmaceutical Supply Chain Participants; and

WHEREAS, pursuant to the Florida Plan and the Amended Interlocal Agreement between the COUNTY and the City of Ocala, a Joint Opioid Settlement Fund Administration Committee (the “Committee”) was established to review the Comprehensive Community Action Plan (created by the Marion County Heroin Opioid Taskforce) and develop recommendations for the Marion County Opioid Abatement Plan (the “Abatement Plan”), then make recommendations for the expenditure of the Regional Opioid Settlement Funds; and

WHEREAS, COUNTY has received the Regional funds for the abatement of opioid use pursuant to the Florida Plan; has approved the Abatement Plan and the Committee’s Abatement Plan’s Priority List of expenditures; and

WHEREAS, COUNTY and MCHD entered into an Interlocal Agreement to monitor and review the programs and services of Beneficiaries of the Regional Opioid Settlement Funds’ initial and future Abatement Plan Priority List distributions and COUNTY and MCHD have further refined their collaboration; and

WHEREAS, COUNTY has determined that MCHD has the leadership and staff necessary for the distribution of recommended Abatement Plan Regional Opioid Settlement Funds to qualified SUB-SUBRECIPIENTS, in addition to its monitoring and review capabilities with regard to these expenditures, and it is in the best interests of Marion County residents that MCHD undertake these responsibilities; and

WHEREAS, COUNTY and MCHD enter this First Amendment of Interlocal Agreement pursuant to their authority and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1 RECITALS.

The Parties hereby represent, warrant and agree that the above Recitals are true and correct and are incorporated herein by reference.

2. DISBURSEMENT AGENT TO BENEFICIARY ORGANIZATIONS.

MCHD, in coordination with COUNTY, shall serve as the Disbursement Agent and be responsible for the distribution of Regional Opioid Settlement funds, on an annual basis or as needed after the first disbursement, to designated grant Beneficiaries (i.e. Sub-Subrecipients) under the initial and future Abatement Plan Priority List.

3. AWARD, DISBURSAL, PAYOUT SCHEDULE, DISCRETION

A. The Grant.

COUNTY, subject to the terms and conditions provided in this Agreement and the availability of Regional Opioid Settlement Funds, hereby authorizes an initial grant of Regional Opioid Settlement Funds (the "Grant") to SUBRECIPIENT subject to the terms and conditions provided in this Agreement and the availability of Regional Opioid Settlement Funds up to the amount of **Three Million Seven Hundred Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,709,750.00)** (the "Award Amount").

B. Administrative Costs.

Prior to each fiscal year, COUNTY shall provide the annual Abatement Plan Priority List to MCHD together with the estimated annual grant amount and distributions anticipated to be made in connection with each item set forth thereon. MCHD shall be entitled to reimbursement from COUNTY equal to the actual costs incurred performing services pursuant to this Agreement. MCHD shall receive a lump sum grant of \$3,709,750.00 as a First Disbursement of Regional Opioid Settlement Funds upon execution of this Agreement and shall deliver reports to COUNTY on a quarterly basis setting forth work performed during the period referenced therein, the Abatement Plan Priority List item associated with each entry, and costs incurred in connection with such work. MCHD may deduct its administrative cost from the annual grant amount. Notwithstanding the foregoing, MCHD's right to reimbursement shall not exceed four and one-half percent (4.5%) of the actual distributions made to a sub-subrecipient in connection with the associated Abatement Plan Priority List item. COUNTY shall be entitled to one-half percent (.5%) of the total first disbursement and any subsequent disbursements to MCHD, as and for COUNTY's costs in administering this Agreement.

It is understood that COUNTY's receipt of the Regional funds for the abatement of opioid use pursuant to the Florida Plan and the COUNTY's funding obligations thereunder are limited to an obligation in any given fiscal year to budget and appropriate from Opioid Settlement Funds annually which are designated for regional use pursuant to the terms of the Florida Plan. No liability shall be incurred by either party beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by COUNTY for any or all of this Agreement for a new fiscal period, COUNTY is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. COUNTY shall promptly notify MCHD in writing of any subsequent non-appropriation.

C. The Payout Schedule.

1. Initial.

The Award Amount will be paid with an initial payment upon full execution of this Agreement in the sum of **Three Million Seven Hundred Nine Thousand Seven Hundred Fifty and 00/100 (\$3,709,750.00) Dollars.**

2. Further Awards.

The initial payment awarded herein, may be supplemented with an additional Abatement Plan award by an amendment of the Agreement, upon a showing of an appropriate Priority List community need and sufficient funding appropriations. In that regard, SUBRECIPIENT shall:

- a. Provide COUNTY with a proposal for a supplemental award and
- b. Provide an accounting of the expenditure or allocation of the initial and/or any subsequent payment(s).

D. Discretion.

Upon receipt of SUBRECIPIENT's proposal for a supplemental award, COUNTY may, at its discretion, issue payment for some or all of the requested additional amount to SUBRECIPIENT. COUNTY's discretion will take into account the showing of need and the successful operation of SUBRECIPIENT's Program and COUNTY's discretion in this regard will not be abused.

4. SERVICES.

A. MCHD, in coordination with COUNTY, shall: 1) distribute, monitor and informally audit grant distributions by establishing performance metrics, data review and gap / overlap / trends analysis, to measure, review, evaluate and make corrective action recommendations respecting the programs and services of grant Beneficiaries / Sub-subrecipients of the Regional Opioid Settlement Funds' initial and future Abatement Plan Priority List distributions, in order to determine the outcome of its expenditures on Beneficiary programs and services to hold Beneficiaries accountable as to the effectiveness of abatement programming; 2) invite potential Beneficiary organizations with the greatest capacity for programming and services based on the Committee's future approved priorities list and the Abatement Plan; and 3) review and rank the applications of potential future grant Beneficiary organizations for presentation to and selection by the Committee as recommendations for approval or denial to the COUNTY for COUNTY's review and final approval, all as more fully set forth on Exhibit A, attached hereto and made a part hereof. COUNTY in collaboration with MCHD will update the State of Florida and Committee on a quarterly basis on progress being made in implementing the Abatement Plan's Priorities List expenditures.

B. SUBRECIPIENT shall accept and distribute Grant funds in compliance with this Agreement, the Scope of Work and First Disbursement Breakdown, attached as **Ex. A and Ex.B** hereto, including all necessary reporting, document management, and audit provisions;

C. The present and future Governing Laws and applicable regulations;

D. In no other way. Any other use of the Grant, or any portion thereof, without the written consent of COUNTY is prohibited.

5. NO ENTITLEMENT.

No entitlement to grant assistance is created by the Florida Plan, the Amended Interlocal Agreement between the COUNTY and the City of Ocala. or the Joint Opioid Settlement Fund Administration Committee's Comprehensive Community Action Plan.

6. TERMINATION.

A. SUBRECIPIENT Termination.

1. SUBRECIPIENT may terminate this Agreement at any time with or without cause by written notice to COUNTY in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as SUBRECIPIENT's final report.
2. Upon such termination, any obligation for future funding contemplated herein would terminate.

B. COUNTY Termination for Cause.

1. **Right.**

COUNTY shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by SUBRECIPIENT to perform according to this Agreement.

2. **Notice.**

COUNTY's election to terminate this Agreement for default shall be communicated by providing SUBRECIPIENT written notice of termination in the manner specified below.

C. **COUNTY Termination for Convenience.**

COUNTY reserves the right to terminate this Agreement in whole or in part at any time for the convenience of COUNTY without penalty or recourse. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all activity under this Agreement, affirmatively act to minimize damages, and return to COUNTY all unexpended funds.

D. **Appropriated Funds.**

The obligation of COUNTY for payment to SUBRECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

7. **EVENTS OF DEFAULT.**

The following are events of default:

- A. Improper use of Grant funds whether found by COUNTY, an auditor, or another authority;
- B. SUBRECIPIENT's failure to perform in accordance with the terms of this Agreement and/or the present and future governing laws;
- C. SUBRECIPIENT's failure to perform timely;
- D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Regional Opioid Settlement Funds;
- E. Materially incorrect or incomplete information or documentation in any Contract Document;
- F. If SUBRECIPIENT should permit or suffer its assets to be taken from SUBRECIPIENT or seized, levied upon, or assigned for the benefit of creditors and same is not cured within ten (10) calendar days of notice by COUNTY;
- G. If bankruptcy is filed by or against SUBRECIPIENT (voluntary or involuntary) and such petition is not dismissed within fifteen (15) calendar days from the filing thereof;
- H. If a receiver is appointed and such receivership is not dismissed within fifteen (15) calendar days from its appointment; or
- I. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

8. **FORCE MAJEURE.**

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "19."

9. **NOTICE: OPPORTUNITY TO CURE.**

A. Except as may be provided elsewhere herein, no Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written default notice specifying the nature of the default. The defaulting Party shall have seven (7) calendar days from the date of the default notice within which to cure the alleged default. If, at the end of the fifteen (15) day period, the alleged default has not been cured default is declared with no further notice required.

B. Notwithstanding anything to the contrary contained herein, no opportunity to cure is provided for:

1. A breach that may render COUNTY liable to a third-party, for example, failure to comply with public records laws or E-Verify laws; or
2. Any fraud or misrepresentation made to COUNTY by SUBRECIPIENT (including in a report or supporting document).

C. In the event the cure of an alleged default reasonably requires greater than the seven (7) day time period specified and the defaulting Party has initiated the cure within the seven (7) day time period and is continuing to pursue completion of the cure with due diligence, the non-defaulting Party shall extend the deadline to the reasonable time period required for the cure of the default.

10. **COUNTY'S REMEDIES UPON DEFAULT.**

Upon default, COUNTY may pursue any remedies available at law or equity, to include, without limitation, the following:

- A. Terminate this Agreement without further notice;
- B. Declare any or all funding provided under this Agreement due and payable to COUNTY within seven (7) calendar days of the date of notice;
- C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, COUNTY shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;
- D. COUNTY shall be entitled to recover from SUBRECIPIENT all damages, costs, and attorney's fees arising from SUBRECIPIENT's default prior to termination; and
- E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

11. **REPAYMENT-TIMING AND MANNER.**

Any return, repayment, or reimbursement of Grant funding shall be made to COUNTY within seven (7) calendar days of the date of COUNTY's demand via electronic transfer.

12. **REPAYMENT- REASONS.**

A. **If Not Timely Disbursed.**

If any portion of the Grant funds have not been disbursed and distributed by March 31, 2025, then COUNTY may require SUBRECIPIENT to repay such undistributed Grant funds. Upon such request from COUNTY, SUBRECIPIENT shall have fifteen (15) days within which to remit payment of the undisbursed Grant funds.

B. **Ineligible Use.**

If SUBRECIPIENT fails to use the funding in accordance with this Agreement or the present and future Governing Laws, SUBRECIPIENT shall repay to COUNTY the amount of ineligible expenditures.

C. **Malfesance.**

If any portion of the Grant funds are disbursed, distributed, or expended in violation of this Agreement due to gross negligence; willful misconduct; fraud, misrepresentation or other deceptive act; theft, embezzlement, conversion or other intentional wrongful act, or any other act of malfesance, then COUNTY may require SUBRECIPIENT to repay or to reimburse COUNTY the full amount of all such disbursements, distributions, or expenditures including any discovered after the expiration or other termination of this Agreement.

D. **Unexpended Funds.**

Although not expected, should SUBRECIPIENT find itself with Grant funds that for whatever reason were not used in accordance with this Agreement, SUBRECIPIENT shall not retain those funds but shall return them to COUNTY

E. **Recoupment.**

SUBRECIPIENT agrees that if any funds provided to SUBRECIPIENT in accordance with this Agreement are determined by an authorized governmental official or agency, to have been used by SUBRECIPIENT in a manner inconsistent with this Agreement, or are disallowed due to financial or compliance audits of the funds received, and are recouped by government from COUNTY, SUBRECIPIENT shall reimburse COUNTY for all amounts recouped that were provided by SUBRECIPIENT in violation of this Agreement, regardless of whether SUBRECIPIENT agrees or disagrees that said payments were made in violation of this Agreement. Any payment request made in accordance with the above shall be repaid by SUBRECIPIENT to COUNTY within thirty (30) days of COUNTY making such request.

F. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13. **REMEDIES NOT EXCLUSIVE.**

Except as expressly set forth in this Agreement, the specified rights and remedies to which COUNTY and SUBRECIPIENT are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which COUNTY or SUBRECIPIENT may have.

14. **INDEMNIFICATION.**

A. **Indemnify and Hold Harmless.**

SUBRECIPIENT shall hold harmless, defend and indemnify COUNTY, its elected and non-elected officials, employees, agents, volunteers, and any party with whom COUNTY has agreed by contract to provide additional insured status, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from SUBRECIPIENT or its agent's, employees', or officers' performance or non-performance of the terms of this Agreement.

B. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. **LIABILITY.**

A. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature, and, unless otherwise further limited by Federal or State law, the cap on the amount and liability of COUNTY for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages.

B In no event shall COUNTY be liable to SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

16. **MONITORING.**

A. **MONITORING BY SUBRECIPIENT.**

1. SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met, reporting and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. SUBRECIPIENT shall perform a review for each function or activity in this Agreement, and report same to COUNTY pursuant to the reporting requirements set forth in the Scope of Work and First Disbursement Breakdown, attached as **Ex. A and Ex. B** hereto.

2. Furthermore, SUBRECIPIENT shall monitor all beneficiaries receiving assistance under this Agreement and ensure that all such beneficiaries use any funding provided only in accordance with applicable law and for eligible purposes under this Agreement. SUBRECIPIENT shall require and maintain reports and records from all beneficiaries demonstrative that such funds were used solely for eligible uses. Any agreements for assistance shall require beneficiaries to comply with all applicable provisions of this Agreement and law.

B. **MONITORING BY OTHERS.**

1. SUBRECIPIENT hereby grants any COUNTY monitors and auditors an absolute right of access to all SUBRECIPIENT's records, including documents, papers, financial statements, and

records pertaining to this Agreement, a right to review, copy and audit the same, including without limitation the right to access, meet, confer, and interview SUBRECIPIENT's employees, agents, and any person receiving benefit from the Grant, or any portion thereof. The records, or any part thereof requested, shall be made available to the designated reviewer(s) and auditor(s) upon written request for the indicated reviews and audits. This Subsection shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

2. SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by COUNTY. SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations.

3. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

17. **DEPOSIT AND COMMINGLING OF GRANT FUNDS.**

Upon receipt of any Grant funds from COUNTY, SUBRECIPIENT shall deposit and maintain the funds in a fully insured financial institution until such time the funds are distributed for the purposes described in this Agreement. SUBRECIPIENT shall not commingle the Grant funds, or any portion thereof, with funds from any other source.

18. **ACCOUNTABILITY AND OVERSIGHT.**

A. **Public Funds.**

The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable Federal, State, and local laws and regulations pertaining to the use of public funds.

B. **Funds Use Limited to Agreement.**

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

C. **SUBRECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, SUBRECIPIENT shall comply with the following requirements:

1. **Records and Accounting.**

a. **Separate Account.**

SUBRECIPIENT shall maintain a separate account system for the Grant, or any portion thereof.

b. **Demonstrate Compliance.**

SUBRECIPIENT shall keep and maintain accurate, complete, and secure books and records of all Grant fund expenditures by SUBRECIPIENT to demonstrate the Grant funds were disbursed, distributed and used by SUBRECIPIENT in compliance with this Agreement. The records shall account for every sub-grant, expenditure, or other distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by SUBRECIPIENT in the performance of SUBRECIPIENT's services described in the Scope of Work and First Disbursement Breakdown, attached as **Ex. A and Ex. B** to this Agreement.

D. **Audit.**

1. **Auditors.**

SUBRECIPIENT shall retain and make available all documents related to its obligations hereunder for audit by the State of Florida, the Marion County Board of County Commissioners External Auditor, and the Marion County Clerk of Courts Internal Auditor.

2. **Unlimited Access to Records.**

SUBRECIPIENT hereby grants monitors and auditors an absolute right of access to all SUBRECIPIENT's records pertaining to this Agreement, a right to review, copy and audit the same, including without limitation the right to access, meet, confer, and interview SUBRECIPIENT's employees, agents, and any person receiving benefit from the Grant, or any portion thereof. The records, or any part thereof requested, shall be made available to the designated reviewer(s) and auditor(s) upon written request for the indicated reviews and audits. This Subsection shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

3. **Accounting Principles.**

In accounting for the expenditure and receipt of reimbursement Grant Funds under this Agreement, SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

4. **SUBRECIPIENT Audit to COUNTY.**

SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in §215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by COUNTY no later than nine (9) months from the end of SUBRECIPIENT's fiscal year.

5. **SUBRECIPIENT Reporting Packages for Audits to COUNTY.**

SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of SUBRECIPIENT, to COUNTY at the following address:

Michael McCain, Executive
Director
Marion County Administration
601 SE 25th Ave.
Ocala, FL 34471
(352) 438-2313
Michael.McCain@marioncountyfl.org
and
Cheryl Martin, Community Service Director
Community Services
2710 E. Silver Springs Blvd.
Ocala, FL 34471
(352) 671-8770
Cheryl.Martin@marionfl.org

E. **Keep for Six (6) Years.**

All records of SUBRECIPIENT and Beneficiaries (Sub-subrecipients) regarding this Agreement shall be retained for at least six (6) years from the termination of this Agreement, or until completion or resolution of any claim or action and the resolution of all issues which may arise as a result of any litigation or audit, whichever date is later.

F. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

19. **FORCE MAJEURE.**

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

20. **PUBLIC RECORDS.**

A. **Obligations.**

If, under this Agreement, SUBRECIPIENT is providing services and is acting on behalf of COUNTY as provided under §119.011(2), Florida Statutes, SUBRECIPIENT shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY's custodian of records, provide 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 for the duration of this Agreement term and following completion of this Agreement if SUBRECIPIENT does not transfer the records to COUNTY; and,
4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUBRECIPIENT or keep and maintain public records required by COUNTY to perform the service. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

B. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF**

CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations

601 SE 25th Ave., Ocala, FL 34471 Phone: 352-438-2300 Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

- C. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to COUNTY. If SUBRECIPIENT receives any such request, SUBRECIPIENT shall instruct the requestor to contact COUNTY. If COUNTY does not possess the records requested, COUNTY shall immediately notify SUBRECIPIENT of such request, and SUBRECIPIENT must provide the records to COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.
- D. SUBRECIPIENT acknowledges that failure to provide the public records to COUNTY within a reasonable time may be subject to penalties under §119.10, Florida Statutes. SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from COUNTY.
- E. SUBRECIPIENT shall indemnify, defend, and hold COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from SUBRECIPIENT's failure to comply with the public records disclosure requirements of §119.07(1), Florida Statutes, or by SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. SUBRECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against SUBRECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.
- F. SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any sub-subrecipients to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.
- G. SUBRECIPIENT shall immediately notify COUNTY if SUBRECIPIENT receives a public record request related to this Agreement.
- H. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

21. ENROLLED AND USE E-VERIFY.

Pursuant to §448.095, F.S., SUBRECIPIENT shall be registered and use the E-Verify system to

verify the work authorization status of all newly hired employees and prohibits SUBRECIPIENT from entering into this Agreement unless it is in compliance therewith. Information provided by SUBRECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

B. SUBRECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:

1. It certifies and assures COUNTY that SUBRECIPIENT is currently in fully compliance with §448.095, F.S., it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees. This certification and assurance is a material term on which COUNTY relies in entering into this Agreement.

2. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SUBRECIPIENT has knowingly violated §448.09(1), F.S., that is, that SUBRECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

3. When SUBRECIPIENT enters into a contract with an employee, a contractor or a subcontractor, SUBRECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

4. SUBRECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

5. SUBRECIPIENT shall immediately terminate the Contracting Party if SUBRECIPIENT has a good faith belief that the Contracting Party has knowingly violated §448.09(1), F.S., as set forth above.

6. If COUNTY has a good faith belief that SUBRECIPIENT's Contracting Party has knowingly violated §448.09(1), F.S., but that SUBRECIPIENT has otherwise complied, COUNTY shall promptly order SUBRECIPIENT to terminate the Contracting Party.

SUBRECIPIENT agrees that upon such an order, SUBRECIPIENT shall immediately terminate the Contracting Party. SUBRECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUBRECIPIENT.

1. If COUNTY terminates this Agreement with SUBRECIPIENT, SUBRECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.

2. SUBRECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

3. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.

4. SUBRECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its

subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

22. CONFLICT OF INTEREST.

- A. SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the administration of contracts using Federal and State of Florida funds.
- B. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, SUBRECIPIENT certifies that no employee, agent, or officer of SUBRECIPIENT who exercises decision making responsibility with respect to the Grant funds and SUBRECIPIENT's obligations hereunder, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
 1. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and to their immediate family members, and business partner(s).
 2. This requirement applies for such persons during their tenure and for a period of one (1) year after leaving SUBRECIPIENT.
 3. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

23. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT OR PARTNERS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.

No member, officer, or employee of SUBRECIPIENT or Grant Beneficiary, or their designees or agents, no member of the governing body of COUNTY, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to SUBRECIPIENT's obligations hereunder during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the distribution of Grant monies under this Agreement.

24. DEBARMENT AND SUSPENSION.

- A. SUBRECIPIENT agrees to comply with all pertinent Federal and State of Florida laws, rules and regulations regarding debarment and suspension providing that a contract award as well as any tier thereunder must not be made to parties listed on the governmentwide exclusions.

B. SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal or State of Florida department or agency;
2. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
3. Have not, within a five (5) year period preceding this Agreement had one (1) or more public transactions (Federal, State, or Local) terminated for cause of default.

25. **EQUAL OPPORTUNITY EMPLOYMENT.**

A In accordance with 41 C.F.R. §60-1.4(b), SUBRECIPIENT hereby agrees that it will be bound by the below equal opportunity clauses with respect to its employment practices.

1. SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, sexual orientation or disability. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, gender identity, sexual orientation or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, gender identity, sexual orientation or disability.
3. SUBRECIPIENT shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of SUBRECIPIENTs commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
5. SUBRECIPIENT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be

canceled, terminated, or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- B. In the event a Federal, State or County court or Federal, State or County administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, sex, national origin, gender identity, sexual orientation or disability against a recipient of funds, the Parties agree to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

26. **ANTI-LOBBYING**

By signing this Agreement, SUBRECIPIENT certifies and discloses that, to the best of SUBRECIPIENT's knowledge and belief:

A. **Certification.**

1. **No Lobbying.** No Federal appropriated funds have been paid or shall be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any authority of the Government of the United States, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. **Disclosure.** If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any authority of the Government of the United States, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. **Required Language.** SUBRECIPIENT shall require that the language of this Certification be included in the contract documents for all sub-contracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose.

4. **Material Representation.** This Certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this Certification is a prerequisite for making or entering into the current Agreement with COUNTY, imposed by 31 U.S.C. §1352. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

B. Truthfulness.

SUBRECIPIENT, by entering into the current Agreement with COUNTY and by signing this Certification, certifies or affirms the truthfulness and accuracy of each statement of its Certification and disclosure, if any.

C. Penalties Understood.

In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

27. ASSURANCES RE FEDERAL, STATE AND LOCAL COMPLIANCE.

SUBRECIPIENT assures and certifies it will:

A. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

B. Comply with the following as same may be supplemented or amended and as same may apply to this Agreement:

1. The Contract Work Hours and Safety Standards Act, 40 U.S. C. 3701-3708.
2. The minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.
3. The overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
4. The provisions of a DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988 and 31 C.F.R. Part 20, Governmentwide Requirements for Drug-Free Workplace.
5. The Clean Air Act (42 U.S.C. §§7401-7671q.); Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended; procure recovered materials as required under 2 C.F.R. §200.323; the prohibition on certain telecommunications and video surveillance services or equipment under 2 C.F.R. §200.216; and the domestic preferences for procurements under 2 C.F.R. §200.322.
6. Sections 602 and 603(c) of the Social Security Act, U.S. Department of the Treasury regulations implementing those sections, and guidance issued by Treasury.
7. 2 C.F.R. Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In particular, the following portions apply to this award:
8. 2 C.F.R. Part 200, Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act.
9. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

10. 2 C.F.R. Part 25. Universal Identifier and System for Award Management (SAM), pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 are hereby incorporated by reference.
11. 2 C.F.R. Part 170. Reporting Subaward and Executive Compensation Information, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
12. 2 C.F.R. Part 180. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
13. 31 C.F.R. Part 21. New Restrictions on Lobbying.
14. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
15. Generally applicable federal, State and local environmental laws and regulations.
16. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
17. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
18. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
19. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
20. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
21. 41 U.S.C. § 4712, prohibiting the discharge, demotion, or discrimination against an employee in reprisal for disclosing to certain persons and entities information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights or remedies provided under this section in the

predominant native language of the workforce.

22. Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), requiring COUNTY and SUB RECIPIENT to encourage their contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
23. Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), requiring COUNTY and SUBRECIPIENT to encourage their employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

C. SUBRECIPIENT shall comply with all applicable Federal statutes, regulations, executive orders, and federal guidance. References in this Agreement to particular statutes and regulations is intended as a convenience and not as a limitation.

D. Execute, acknowledge or verify, and deliver any and all documents and take any and all other actions that from time to time may be reasonably requested by the other to carry out the purposes and intent of this Agreement.

28. **GOOD FAITH.**

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

29. **NON-ASSIGNABILITY.**

This Agreement and the Parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the Parties.

30. **SEVERABILITY.**

A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY or SUBRECIPIENT elect to terminate this Agreement.

B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

31. **NOTICE.**

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U.S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

32. **PUBLICITY.**

COUNTY consents to SUBRECIPIENT's limited use of COUNTY seal or logo in efforts to publicize the availability and use of the Grant funds. SUBRECIPIENT shall coordinate with COUNTY for obtaining the seal or logo.

33. **BINDING EFFECT.**

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

34. **NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

35. **AMENDMENTS.**

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement. The Parties acknowledge that the ARPA Project is subject to further Guidelines, FAQs and modifications of Section 9901 of the American Rescue Plan Act. SUBRECIPIENT is required to perform this Agreement as present and future Governing Laws may become more guided and/or modified.

36. **RELATIONSHIP OF THE PARTIES.**

SUBRECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

37. **APPLICABLE LAW VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit, located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

38. **EXPENSES: ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

39. **WAIVER OF JURY TRIAL.**

By entering into this Agreement, SUBRECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

40. **INTERPRETATION.**

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

41. **NO WAIVER.**

The rights of COUNTY and of SUBRECIPIENT herein shall be cumulative, and failure on the part of COUNTY or SUBRECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

42. **ENTIRE AGREEMENT.**

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

43. **LEGAL AUTHORIZATION.**

SUBRECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

44. **EXHIBITS.**

A. Scope of Work **EXHIBIT A**

B. First Disbursement Breakdown **EXHIBIT B**

45. **HEADINGS.**

The headings contained within this Agreement are for convenience purposes only and shall not be deemed to be a part of this Agreement.

46. **CERTIFICATIONS RE: PERFORMANCE.**

By signing this Agreement, SUBRECIPIENT certifies and affirms that:

A. All certifications, assurances, and representations contained in this Agreement are true and accurate,

AND

B. It is in full compliance with all prerequisites to benefit from or to act as a participant or principal in a transaction involving the transfer of State of Florida funds,

AND

C. COUNTY's disbursement of the Grant funds, or any portion thereof, to SUBRECIPIENT is made in consideration of, and on the condition that all the Grant funds be expended by SUBRECIPIENT solely in compliance with this Agreement,

AND

D. All of the preceding are material representations to be relied upon by COUNTY.

47. **IN FULL FORCE.**

All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

MARION COUNTY

601 SE 25th Ave.

Ocala, FL 34471

By: _____
Kathy Bryant, Chairman

Attest: _____
Gregory C. Harrell
Marion County Clerk of the Circuit Court

Approved as to form and legality:

Matthew G. Minter
County Attorney

MARION COUNTY HOSPITAL DISTRICT

2547 East Silver Springs Blvd.

Ocala, FL 34470

By: _____
Curt Bromund, Chief Executive Officer

Attest:

By: _____

Print Name / Title _____

EXHIBIT A

SCOPE OF WORK

MCHD OPIOID ABATEMENT GRANT PROCESS

- 1) In conjunction with Community Services, MCHD will conduct an informational session on the Opioid Abatement fund and process.
- 2) There will be a link to fill out an application that will be inputted into Mindshare.
- 3) Application will include narrative, budget, insurance information, business documents, background screening requirements, and policies and procedures.
- 4) Projects approved/denied will be presented by MCHD to the Joint Opioid Settlement Fund Administration Committee and Marion County.

DISBURSEMENTS, MONITORING and GRANT REPORTING

- 1) MCHD will administer and disburse the Regional Opioid Settlement Fund in its entirety on behalf of COUNTY in accordance with the Joint Opioid Settlement Fund Administration Committee's Abatement Plan and Priorities List. Each Beneficiary / grantee will be monitored through MCHD's regular processes.
- 2) Each Beneficiary will be entered into Mindshare.
- 3) MCHD will create agreed data collection points and a scorecard for each Abatement Plan Priority List program.
- 4) Monitoring every phase of the Abatement Plan Priority List project.
- 5) Monitoring each funding stream for the Abatement Plan Priority List project.
- 6) Contracted CPA firm will also ensure the funding for each Abatement Plan Priority List project is managed appropriately.
- 7) Regular site visits to each Beneficiary of Abatement Plan Priority List distributions.
- 8) MCHD shall attend and present its monitoring and performance review findings on a quarterly basis to the Regional Opioid Settlement Committee.

EXHIBIT B
FIRST DISBURSEMENT BREAKDOWN

Core Strategy	Allowable Use	Objectives	Service Provider/Vendor	Projected Allocation Amount
Centralized Receiving System (CRS)	<ol style="list-style-type: none"> The Centralized Receiving System is designed to provide adults experiencing a crisis a convenient point of entry into the mental health and substance use systems for immediate assessment as well as subsequent referral and linkage to appropriate and available providers and services. Training and integration of services for CORE & Peer Programs. 	<p>To reduce the number of state hospital admission</p> <p>To reduce the average law enforcement processing time</p> <p>To increase care coordination to improve patient attendance to initial outpatient appointments within 7 days of discharge</p>	SMA Healthcare, Inc.	\$2,300,000
CORE & Peer Programs	<ol style="list-style-type: none"> Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas. Expand services such as navigators and on-call teams to introduce MAT services and assist individuals being released from incarceration Outreach 	To reduce the overall number of overdoses in the community	<p>Marion County Paramedicine</p> <p>City of Ocala Paramedicine</p> <p>Other CORE Partners</p>	Up to \$750,000
Transitional Housing	<ol style="list-style-type: none"> Provide comprehensive wrap-around services to individuals with OUD and/or co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare. Provide access to housing for people with OUD and/ or co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services. Substance-exposed newborn services/facilities (\$500,000) 	To serve 100 women (specifically for allowable use #3)	SMA Healthcare, Inc. (newborn services)	\$500,000 (newborn services)
Admin	<ol style="list-style-type: none"> 4.5% of \$3,550,000 		1. Marion County Hospital District	\$159,750
			Total	\$3,709,750