HILLSBOROUGH COUNTY

BOARD OF COUNTY COMMISSIONERS

COUNTY ADMINISTRATOR

HEALTH CARE SERVICES DEPARTMENT

REQUEST FOR APPLICATIONS - #HCS-1-25

FOR

OPIOID SETTLEMENT FUNDS

AS AUTHORIZED BY THE

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

SPECIFICATION FOR THE PROVISION OF OPIOID SETTLEMENT FUNDS

PROGRAM YEAR 2025/2026

ANTICIPATED APPLICATION SCHEDULE

 # HCS-1-25

Wednesday, January 22, 2025	**Request for Applications (RFA) will be advertised and released. Application packages may be obtained from the Hillsborough County Health Care Services Department (HCS) website address:** **Link:** https://hcfl.gov/residents/health-care-plan/opioid-use-disorder-resources/opioid-settlement-fund-rfa-information **Call 813-301-7369 with any questions.**
Friday, January 31, 2025	**Pre-submittal Conference, 1:00 PM EST conference via MS Teams to answer questions for those planning to submit Applications. If you want to receive the email with the link for the meeting, please email JessupD@hcfl.gov by 9:00 AM EST Friday, January 31, 2025**
Tuesday, February 11, 2025	**Deadline for written requests for interpretation to be included as Addenda to this Notice for applications. E-mail Dean Jessup at: JessupD@hcfl.gov**
Wednesday, February 26, 2025	**Deadline for submitting Applications to the Hillsborough County, Health Care Services Department, via electronic submission through the e2Hillsborough portal: https://www.e2hillsborough.org Applications submitted electronically after 5:00 PM EST will not be included in the application review process and the Applicant will be notified via email.**
Wednesday, February 26, 2025	**Applications will be reviewed and organized by County staff in preparation for the scoring process. They will not be reviewed for completeness.**
Friday, March 7, 2025	**Applicants notified regarding qualification/disqualification.**
Friday, March 28, 2025	**RFA Evaluation Team finalizes scoring and ranking of responses for funding recommendations.**
Friday, March 28, 2025	**Recommendations posted via the Health Care Services website along with the RFA package. Applicants notified of recommendations and scheduled for contract review appointments.**
Monday, April 7, 2025	**Grievances and appeals due no later than 5:00 PM EDT. They must be submitted to Dean Jessup, via email at JessupD@hcfl.gov.**
To be determined.	**Funding recommendations presented to Behavioral Health Task Force and the Hillsborough County Health Care Advisory Board. HCS staff works to establish contracts with award recipients as approved**
To be determined.	**Contracts submitted to BOCC for approval.**

If you have questions about this schedule, call Dean Jessup at 813-301-7369.

A. INTRODUCTION AND PURPOSE

1. BACKGROUND AND STATEMENT OF NEED

Hillsborough County, a political subdivision of the State of Florida, (COUNTY), is the recipient of Opioid Settlement funds resulting from litigation against various opioid distributors and manufactures as a result of the opioid epidemic that has impacted the County. The Hillsborough County Health Care Services Department, (DEPARTMENT), is responsible for administering these Opioid Settlement funds, resulting in services for Hillsborough County residents.

2. STATEMENT OF PURPOSE

The purpose of the Opioid Settlement funds is to augment the community health care system currently bearing the burden of the opioid epidemic and the resulting necessary care. The purpose of funds awarded under this request for application is to enhance available health and support services by funding innovative and cost-effective programs and projects to meet the increased need in services. The DEPARTMENT is issuing this request for application to select the best qualified applicants to deliver needed services to individuals, families, and the community.

3. ORGANIZATIONS/AGENCIES ELIGIBLE TO APPLY

Service providers meeting the following criteria are eligible to apply for funding under this Request for Applications:

a. Public entities, private non-profit corporations, and private for profit corporations, including, but not limited to, hospitals (which may include Veterans Administration facilities), community-based organizations, community health centers, universities/education entities, and behavioral health centers.

b. Private entities must be incorporated in and/or be authorized to do business in the State of Florida, have a local office/representative, and a local phone number.

c. Provide services to residents of Hillsborough County, Florida.

d. Perform at least one of the eligible services listed in **EXHIBIT 1** of this RFA.

e. Meet the financial criteria established by the COUNTY. The COUNTY wants applicants to have a 1:1 debt ratio. Depending on the number of applicants, the COUNTY may, at its sole discretion, proceed in contracting with an applicant whose financials do not meet said criteria. However, additional financial reporting requirements will be added to the applicant's contract.

4. CLIENT ELIGIBILITY

Hillsborough County Florida Residents of all ages.

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5. PROVIDER REQUIREMENTS (not inclusive):

All agencies recommended for funding under this notification shall be required to comply with all terms and conditions of the contract between the COUNTY and the PROVIDER. At a minimum, PROVIDERS will be required to:

- Send at least one representative to every PROVIDER meeting scheduled by the DEPARTMENT. Meetings may be in person or virtual.
- Ensure they have a method of tracking client demographic information as well as units of service.
- Agree to comply with any and all requests for information to ensure completion of local and state data requirements and reports.
- Budget/Expenditure Status Report must be completed by the PROVIDER on a monthly basis, and retained for review upon request, for all contracts. The original budget will be the approved awarded amount and expenditures must be in accordance with that approved budget. Under no circumstances can administrative costs exceed 10% of the contract.
- Maintain and provide information on clients served and units of service provided into any data collection system as designated or approved by the DEPARTMENT.
- Ensure all employees working on the contracted program undergo required background checks as well as fingerprinting. No employees can work on the program if they have a criminal felony record. In accordance with Chapter 435 of the Florida State Statutes, all employees working for the PROVIDER and any subcontractors must pass a Level 2 Background Check which must be filed with the State Clearinghouse at the following link or any updated link provided by AHCA: https://ahca.myflorida.com/MCHQ/Central_Services/Background_Screening/Screening_Info.shtml
- Find eligible clients to serve. Clients should not be Board Members or Employees of the PROVIDER.

6. REPORTING AND DATA COLLECTION REQUIREMENTS

Providers are required to collect and report on program performance. Reporting requirements will include both client level data and system level data elements. All data reporting and data collection will be in accordance with state and COUNTY issued requirements. Providers shall use a standardized progress report, as designated by the DEPARTMENT, to uniformly report on program and fiscal performance.

Hillsborough County and/or its contracted designee maintain the right to collect data from Client records for Quality Assurance and Program Evaluation purposes. This Client data includes, but is not limited to, socio-economic data, demographics, service delivery outcomes, utilization of funding, client satisfaction and adherence to quality care standards.

7. GLOSSARY

Service domains and strategies are included in **EXHIBIT 1**. Other terms are defined as follows:

- **Allocation:** The total dollar amount that may be expended for each domain.
- **Application:** An organization's plan/response for providing a proposed program.
- **Assessment:** Obtaining relevant information from the presenting client's needs, internal and external resources, and desires and proposed outcomes of their participation.
- **Behavioral Health Task Force (BHTF):** A subcommittee of the Hillsborough County Health Care Advisory Board.
- **BOCC:** Board of County Commissioners.
- **Client:** An individual determined eligible to receive services.
- **COUNTY:** The Hillsborough County Board of County Commissioners.

- **DEPARTMENT:** The Hillsborough County Health Care Services Department or its successor.
- **Domains/Strategies:** Listed and outlined in **EXHIBIT 1**.

8. MULTIPLE APPLICATIONS

If applying for funding in more than one of the eligible domains/strategies listed in EXHIBIT 1, a separate cover sheet, authorized signature, narrative, and budget must be completed and submitted for each domain program category (i.e., Prevention, Education, Treatment, and Recovery with the corresponding strategy(ies)).

9. FUNDING

Funding Source: Funds for these projects are made available through the Hillsborough County Opioid Settlement funds.

Funding Period: Contracts will be effective the date approved by the BOCC and will be in effect until the date the contract period ends unless otherwise stated. Contracts are for a two (2) year period with the option of three (3) one (1) year renewals. This is subject to change based on performance and funding availability**.**

10. FUNDING RESTRICTIONS

Cash payments to clients by service providers is strictly prohibited.
There shall be no advance funding. All funding will be based on a reimbursement basis.

B. ELIGIBLE SERVICES AND FUNDING AVAILABILITY

Eligible services for this funding are identified in **EXHIBIT 1** of this RFA. These services were outlined in the Memorandum of Understanding between the State of Florida and Hillsborough County. Funding priority will be given to the priority strategies (A-D) identified by the Behavioral Health Task Force (BHTF) and listed as such in **EXHIBIT 1**. An applicant is not precluded from applying for the additional strategies (E-H).

Hillsborough County encourages innovative and cost-effective programs/projects to be administered to eligible recipients. In addition, partnerships and collaborations between organizations are highly encouraged.

Funding will be focused on the following four (4) domains within the BHTF recommended amounts:

- Education - $3,750,000 or 15% of total
- Prevention - $3,750,000 or 15% of total
- Treatment - $11,250,000 or 45% of total
- Recovery - $6,250,000 or 25% of total

This funding is for a two (2) year period, with minimum awards at 10% of the full domain amounts and maximum awards at 100% of the full domain amounts. Please note the funding chart below:

Domain	Total Funded Amount over a 2 year period per Domain	Minimum Award over a 2 year period (10% of Domain)
Education	$3,750,000	$375,000
Prevention	$3,750,000	$375,000
Treatment	$11,250,000	$1,125,000
Recovery	$6,250,000	$625,000
Total	$25,000,000	

C. SUBMISSION REQUIREMENTS AND GENERAL TERMS

1. **Hillsborough County will conduct a pre-submittal conference via MS Teams. If you want to receive the link for the pre-submittal conference, send an email to JessupD@hcfl.gov by 9:00 AM EST Friday, January 31, 2025, including your first name, last name, and email address to receive a link to register for the Webinar.**

   Friday, January 31, 2025 at 1:00 PM EST – Pre-submittal conference

2. Service providers seeking a contract under this RFA are required to submit applications as follows:

   a. Only one designated person from each applicant agency will be provided/allowed access to the e2Hillsbortough system portal for submission purposes. To register for use of the e2Hillsbortough Portal for application submission, each agency will be required to email JessupD@hcfl.gov and provide the name and email address of one (1) individual from their agency who will have the authority to upload all applications and submit them. Once that information is sent to JessupD@hcfl.gov, that individual's access will be granted and they will receive an email from the system with links, usernames, and temporary passwords for access. Usernames and passwords are not permitted to be shared with any other individual or staff at the agency. There is to be only one (1) authorized individual accessing e2Hillsbnorough on each agency's behalf regardless of the number of applications being submitted/uploaded.
   b. Applicants must answer each question in the Application following the page/character limits. Upload attachments as instructed.
   c. Application responses must be typed, double-spaced. Applicants must start each response by stating the question being asked and then the corresponding response/answer. Failure to follow this protocol may result in the application being considered non-responsive/disqualified.
   d. In order to be considered, applications must be submitted and received via the e2Hillsborough system portal no later than the deadline of 5:00 PM EST, February 26, 2025. Applications not received via the e2Hillsborough data system portal prior to the deadline will not be accepted.
   e. Applicants applying to provide services in more than one of the domains must submit a separate application for each domain. For example, if applying for strategies under Education, Treatment, and Recovery, you must upload three separate applications in the portal within the corresponding allocations for each domain.

3. If the applicant is awarded a contract, the applicant agrees to execute a contract with the COUNTY. The contract shall be similar to the pro-forma contract included as EXHIBIT 2 of this RFA. The applicant agrees to be bound by all the terms and conditions set forth in the form contract included in this RFA.

4. It is the applicant's responsibility to continually review the Health Care Services website to verify whether any Addendums have been issued. The website address is https://hcfl.gov/residents/health-care-plan/opioid-use-disorder-resources/opioid-settlement-fund-rfa-information.

5. An award shall not be made to any applicant that receives more than $750,000 in federal funds that has not submitted a fiscal audit of applicant's preceding fiscal year prepared by an independent certified public accountant, that is complete and acceptable and demonstrates financial responsibility which shall be determined at the sole discretion of COUNTY staff. For those agencies who receive less than $750,000 annually in federal funds, an audited financial statement is still preferred, but an unaudited financial statement must be submitted for the COUNTY's review. If an unaudited financial statement is submitted, the corresponding tax return should accompany the documents, in addition to any notes to the financials.

6. The successful electronic submission/transmission of an application prior to the deadline is solely and strictly the responsibility of the applicant.

7. Due to funding Hillsborough County, may at its sole discretion, negotiate with the PROVIDER regarding the funding, units of services and any other requirements deemed necessary by the DEPARTMENT, however, all other contract requirements in the pro-forma contract included in this RFA are not subject to negotiations. Hillsborough County may at its sole discretion add additional terms and requirements.

8. Failure to negotiate in good faith or to perform after the contract is awarded may result in debarment from future contracts with Hillsborough County.

9. The submission of an application shall be taken as prima facie evidence that the respondent has familiarized herself/himself with the contents of this RFA.

10. The applicant understands that pursuant to Section 119.071(b), Florida Statutes, all applications submitted and accepted in response to this application request are exempt from the Florida Public Records Law for a period of 30 days, from the date of their opening.

11. The COUNTY's RFA Evaluation Team reserves the sole right to request additional information and clarification of any information submitted. The RFA Evaluation Teams will be using the e2Hillsborough data system portal for review and scoring of all applications.

12. The applicant described in the completed response shall be the person or entity who will perform the services required by this request for application and subsequent contract. Said applicant will not be considered a COUNTY employee. The successful applicant shall be an independent contractor.

13. The applicant must sign the application(s), with his/her signature in full. When a corporation is an applicant, the officer signing shall set out the corporate name in full beneath which they shall sign their name, provide the title of the corporate office held, and must have legal signing authority. Applicants who are non-resident corporations shall furnish to the COUNTY a duly certified copy of their permit to transact business in the State of Florida attached to their application.

14. The applicant is solely responsible for reading and completely understanding the request for application requirements. **The RFA submission deadline will be scrupulously observed. Under no circumstances will applications be accepted or considered after the specified submission date and deadline time.** All proposals must be submitted via the e2Hillsborough data system portal and duly signed by an authorized corporate officer, principal, or partner (as applicable).

15. **An application may be withdrawn, via email request by the applicant to** JessupD@hcfl.gov **at a minimum of two (2) days prior to the deadline to receive applications**. Negligence on the part of the applicant in preparing the application confers no right of withdrawal or modification of its application, after Hillsborough County has received the application. Applicants may not withdraw or modify a response after the designated deadline to receive applications. The applicant may not assign or otherwise transfer the application. The application will be in force for a period of 120 days after the opening date.

16. No interpretation of this RFA will be made to any applicant orally. Every request for such interpretation must be in writing, via email to Dean Jessup at JessupD@hcfl.gov the Health Care Services Business Manager. To be given consideration, such requests must be received at least fifteen (15) calendar days prior to the deadline fixed for submitting applications. It is the Applicant's duty to determine if any addenda were issued. Such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Department's RFA link on the county webpage https://hcfl.gov/residents/health-care-plan/opioid-use-disorder-resources/opioid-settlement-fund-rfa-information. The DEPARTMENT will make every effort to post any associated addenda no later than ten (10) calendar days prior to the deadline fixed for submitting the applications. In addition, Applicants should not allow the submission of any addenda, no matter when received, to prevent them from submitting the application prior to the deadline. Failure to receive any such addendum or interpretation shall not relieve applicant from any obligation under their application as submitted. All addenda shall be made available to all Applicants selected for contract negotiations and shall become part of any subsequent Agreement.

17. All documents resulting from this RFA and documents resulting from all subsequent activities under the resultant contracts shall become the property of the COUNTY. Notwithstanding the foregoing, the successful applicant under contract with the COUNTY, hereafter referred to as CONTRACTOR or ORGANIZATION where appropriate, may provide the COUNTY photocopies of records and other documents when legal requirements require the CONTRACTOR to maintain the originals in its facility.

18. No successful applicant may make any assignment of duties outside of what is stated in their application and approved by the COUNTY, in whole or in part, to any third party under the resulting contractual agreement between the parties without the prior written authorization of Hillsborough County.

19. The cost of preparing a response to this request for application shall be borne entirely by the applicant.

20. Hillsborough County hereby notifies all Applicants that: Disadvantaged Minority Business Enterprises (DMBE's) and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this request for application and will not be subjected to discrimination on the basis of race, color, sex, or national origin. Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, as defined in Ordinance 00-37, to discriminate on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

21. This document together with all exhibits and attachments constitutes the entire "application package." Said application package must be the basis upon which all Applications are submitted.

22. To apply, the applicant must submit a complete application as well as any other document required by this RFA. Some items must be provided as attachments as outlined below. The Application will consist of:

- Application Cover Sheet
- Authorized Signature Page/Acknowledgement Page
- Application Contents and Evaluation Criteria
- ATTACHMENT I, Articles of Incorporation
- ATTACHMENT II, Non-profit or Corporate Status
- ATTACHMENT III, Certification Regarding Lobbying
- ATTACHMENT IV, Sworn Statement on Public Entity Crimes
- ATTACHMENT V, Affirmative Action Plan/Equal Opportunity Policy Statement
- ATTACHMENT VI, Equal Opportunity Questionnaire
- ATTACHMENT VII, Work Force Analysis Form
- ATTACHMENT VIII, Summary of Funding Sources
- ATTACHMENT IX, Service Unit Cost Analysis
- ATTACHMENT X, Line Item Budget Workbook
- ATTACHMENT XI, Certificate of Insurance Coverage
- ATTACHMENT XII, Fiscal Audit or Financial Statement
- ATTACHMENT XIII, Medicaid and Medicare Proof of Participation

23. PROVIDER and staff must possess all required State of Florida licenses, as well as appropriate County licenses, and shall comply with all laws, ordinances, and regulations applicable to the services for which it is contracting.

24. Applicants understand and agree to comply with all applicable federal, state, and local laws and regulations.

25. If any term or provision of this RFA and subsequent contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be deemed stricken, provided the parties are not materially prejudiced thereby.

26. The laws, rules, and regulations of Florida shall govern this RFA.

27. All requirements, terms, attachments and exhibits contained in this notification document are incorporated into any resulting contract with the COUNTY by this reference.

28. The award of the RFA and continuation of resulting contract will be contingent upon the availability of funds to Hillsborough County.

29. The Applicant must possess the requirements detailed within the pages of this RFA and pursuant to the precepts of public bidding, the Applicant must have the capacity (including the knowledge, skill, and general ability) to fully perform. Accordingly, the Applicant shall submit (as a part of the Applicant's application) such clear and convincing documentation and other suitable evidence as will substantiate, to the COUNTY's satisfaction, this degree of responsibleness.

30. Hillsborough County reserves the right to reject any or all applications; to re-advertise this request for application, in whole or in part; to postpone or cancel this process; to waive irregularities in the request for application process; and to change or modify the project schedule at any time.

31. **RFA CONTACT PERSON**

    Inquiries and written requests for interpretation of this request for application should be directed to:
    Dean Jessup, Health Care Services Business Manager
    JessupD@hcfl.gov
    Tel: (813) 301-7369

D. APPLICATIONS EVALUATION

Evaluation of the applications accepted in response to this RFA will be conducted by Evaluation Teams with expertise in health, social services, cost accounting/budgeting, and any other individuals deemed appropriate by the Health Care Services Department. The Health Care Services designee will supervise and monitor the evaluation process. Additional persons may be asked to participate in the Evaluation Team process on an advisory basis.

The DEPARTMENT will determine eligibility of applications according to the Organizations/Agencies Eligible to Apply and the Disqualification Criteria. County staff will notify those applicants who do not meet the mandatory eligibility requirements. The obligations of the Evaluation Team are as follows:

1. To rate all responsive Applications based on the selection criteria set forth in this RFA.
2. To recommend to the COUNTY the contractor/organization selected to provide services and any special conditions under which funding will be granted if appropriate.
3. To review applicable grievances and make recommendations to the Department.

Applications will be evaluated based on the Selection Criteria and the Disqualification Criteria delineated in the following sections. In cases of ties in scoring, such factors as unit cost, cost per client served, the proportion of administrative to direct service costs, and performance feedback from references will be used to determine funding recommendations.

Those applicants whose submissions are found to be non-responsive according to the Disqualification Criteria will receive a formal Notice of Disqualification. The Evaluation Team will rate all remaining applications and the respective service organizations will receive a notification of the Evaluation Team's recommendations regarding their applications, which will be posted at https://hcfl.gov/residents/health-care-plan/opioid-use-disorder-resources/opioid-settlement-fund-rfa-information.

CRITERIA EVALUATION

Applications will be reviewed by the Evaluation Team based upon the following criteria for each domain:

Criteria	Point Range
Agency Background	0-10
Fiscal Management	0-5
Scope of Services	0-25 (+ 4 possible bonus points)
Access and Location	0-15
Staffing, Licensure and Insurance	0-5
Budget and Cost Effectiveness	0-10
Other Funding Sources	0-5
MAX Total	75 - 79

DISQUALIFICATION CRITERIA

Applications will be considered non-responsive for any one of the reasons listed below. Applications that are found non-responsive will be automatically disqualified from funding and will not be rated by an Evaluation Team.

1. Failure to respond via the e2Hillsborough data system portal by the published deadline. The final deadline to upload full application(s) is 5:00 PM EST, February 26, 2025.
2. Failure to propose to serve residents of Hillsborough County.
3. Failure to apply for one of the eligible, funded strategies listed in this RFA.
4. Failure to follow the Submission Requirements and General Terms, Section C.

SELECTION CRITERIA

Applications will be rated by the Evaluation Team based on responses to the requests for information in this RFA package.

It is the COUNTY's intention to solicit responses from potentially qualified applicants; to evaluate their applications and their financial information; to negotiate terms; and to award one or more contracts for services upon successful negotiation.

In order to achieve maximum scores, applicants must demonstrate to the Evaluation Team that they are fully qualified to provide the services required by this RFA. Fully qualified applicants will have the qualification (knowledge, education, training, expertise, and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of this application package.

It is the objective of the COUNTY to attempt to provide client choice within funding limitations, and may award contracts to one or more applicants whose Applications are evaluated to be in the best interest of the COUNTY. However, to be eligible for an award, the Applicant must meet the COUNTY's financial requirements.

In summary, the COUNTY reserves the rights to:

1. Award a contract to more than one applicant in each domain.
2. Conduct pre-award discussions with any or all responsive and responsible applicants who submit proposals determined to be reasonably acceptable of being selected for award.
3. Make investigations of the qualifications of applicants as it deems appropriate.
4. Award contracts to the highest ranked applicant and continue to award additional applicants provided there is funding.

GRIEVANCE AND APPEAL PROCESS

Appeal Process: The appeal process is available for purposes of contesting the ranking of funding recommendations. The recommendations of the RFA Evaluation Team may be grieved using the following procedure:

A written appeal, documenting the substantive reason(s) for appeal, must be filed in writing with the Health Care Services Business Manager, not later than ten (10) calendar days after receiving notification of non-selection for funding recommendation. This process is not intended for Applicants to supplement their application or simply appeal the Evaluation Team's funding recommendations. Appeals are limited to substantive issues related to the Evaluation Team's failure to follow the process for review and determination. The DEPARTMENT will consider timely appeals and recommendations presented to the County Administrator. Failure to comply with the appeal process time frame and requirements shall be deemed to be a waiver of applicant's right to appeal.

Grievance Procedures: Grievance procedures are only applicable for deviations from established model procedures identified below. The two instances when a grievance is applicable are:

- Deviations from the established contracting and awards process (e.g., the selection of a particular provider in a manner inconsistent with the COUNTY's established procurement process).
- Deviations from the established process for any subsequent changes to the selection of contractors or awards (e.g., reallocations).

The grievance notice must be filed in writing with the Health Care Services Business Manager no later than ten (10) calendar days after public notification of the DEPARTMENT's funding recommendations. The DEPARTMENT makes a preliminary determination that the grievance meets criteria and provides a grievance form to the grieving party. The process further requires the grievant to return the grievance form within ten (10) calendar days to initiate the non-binding grievance process. Failure to comply with the grievance procedure time frame and requirement shall be deemed to have waived applicant's right to grieve.

AWARD PROCEDURE

The COUNTY shall be the final authority regarding matters of contractual fairness and reasonableness. Notwithstanding the foregoing, the COUNTY reserves the right to reject any or all applications submitted in response to this request for application and waive any informality concerning the application, whenever such rejection or waiver is in the best interest of Hillsborough County and when same is in conformance with standard competitive sealed bid procedures. The decision of the Board of County Commissioners will be final.

This RFA does not commit Hillsborough County to award a contract or to pay any costs incurred in the preparation of an Application in response to this RFA. The County reserves the right to accept or reject any or all Applications received as a result of this request for application, to negotiate with any qualified source, or to cancel in part or in its entirety this RFA, if it is in the best interest of the COUNTY or the eligible and affected community.

If it is in the best interest of the COUNTY, the COUNTY reserves the right to award contracts to the highest ranked applicant and continue to award additional applicants provided there is funding. Due to funding levels, certain negotiations may be necessary for price, units of service, and outcomes with the applicant(s) with highest scores prior to submitting a contract recommendation to the Board of County Commissioners. If County staff is unable to successfully negotiate a contract with the top ranked applicant, negotiations will be entered into with the next highest ranked applicant. Negotiations will continue in descending ranked order until a fair and reasonable contract price is negotiated.

CONTRACT AWARDS

The final decision regarding applicant funding for the Opioid Settlement Funds will be made by the Hillsborough County Board of County Commissioners (BOCC). A contract will be executed between the BOCC and the recommended award entity(ies) selected to perform the services solicited in this RFA. The contract will be effective upon execution or as stated in the agreement and will terminate at the end of the applicable contract term. Some Applications may be partially funded, and some qualified Applications may not receive funding depending on availability of funds.

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Request for Applications HCS-#1-25 Cover Sheet

APPLICATION COVER SHEET

(Please note that a separate cover sheet is required for each Service Domain)

APPLICANT AGENCY_____

AGENCY ADDRESS_____

CONTACT PERSON_____

PHONE_____ **Email**_____

LIST SERVICE DOMAIN/STRATEGIES OF APPLICATION (e.g., EDUCATION/A1, A3, E4 or PREVENTION/B2, B3, F32, F33, etc.):

_____

AGENCY TYPE: _____Government, _____Not-for-Profit, _____For Profit, _____Other (specify):_____

Are you registered to do business in the State of Florida? _____Yes _____No

Will any portion of this award be subcontracted? _____Yes _____No

FUNDING AVAILABLE for a TWO YEAR PERIOD by SERVICE DOMAIN

Education (Strategies A, E):	**$ 3,750,000**
Prevention (Strategies B, F):	**$ 3,750,000**
Treatment (Strategies C, G):	**$ 11,250,000**
Recovery (Strategies D, H):	**$ 6,250,000**

TOTAL AMOUNT OF FUNDS REQUESTED FOR THIS SERVICE DOMAIN: _____

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AUTHORIZED SIGNATURE FOR APPLICATION (page 1 of 2)

(RFA HCS #1-25)

By his/her signature, the below named applicant affirms and declares:

1. That the applicant has contractual capacity, and that no other person, firm or corporation has any interest in this application or in any subsequent potential Agreement.

2. That all information presented in this application is true and correct to best of the applicant's knowledge and belief.

3. That this Application is made without any understanding, agreement, or connection with any other person, firm or corporation making an Application for the same purpose, and is in all respects fair and without collusion or fraud.

4. That the applicant is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.

5. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, shall be or become interested, directly or indirectly, as surety or otherwise in this RFA, in the performance of any subsequent Agreement for the services contained in the RFA or in any portion of the profits derived therefrom.

IN WITNESS WHEREOF, this Application is hereby signed and sealed as of the date indicated below.

ATTEST:	APPLICANT:
_____	BY:_____
WITNESS (Name:_____)	AUTHORIZED INDIVIDUAL
_____	_____
Address	Printed Name of Signer
_____	_____
WITNESS (Name:_____)	Title of Signer
_____	_____
Address	Date

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ACKNOWLEDGEMENT OF AUTHORIZED SIGNATURE FOR APPLICATION (page 2 of 2)

For an acknowledgment in a representative capacity:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or

□ online notarization, this ____ day of _____ 20___, by _____ as
(Name of Person)

_____ for _____.
(Title of Officer) (Name of Corporation)

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

□ Personally Known or □ Produced Identification

Type of Identification Produced _____

_____
(Commission Number)

_____
(Commission Expiration Date)

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APPLICATION CONTENTS AND EVALUATION CRITERIA

The following constitute the application questions on which your request for funding will be rated. Please answer each as fully as you can, assuming that the evaluators are not familiar with your agency. Please answer the questions in the order they are asked, to assure that your answer to any particular question is not overlooked.

Page limitations will be listed after each question, if applicable. If no page limitations are established, please provide the information requested.

SECTION 1 - Experience

Section 1.1 Agency Background/History/Organization (limit 4 pages not including Attachments)

1. Describe the history of your agency.
2. List the full range of services that your organization currently provides. If your organization is part of a multi-program organization, provide a description of the parent organization and its involvement in the ongoing operation of your organization.
3. Will your agency be subcontracting any of the services out to anther individual or agency? If so, state who they are and if they are non-profit, for-profit, or governmental entity.
4. State the overall goals and objectives of your organization.
5. Describe your agency's organizational and service growth.
6. Describe any major changes that have taken place, including achievements and progress that have been made.
7. Submit a copy of your organization's **Articles of Incorporation** as **ATTACHMENT I.**
8. Submit a copy of your organization's **Non-profit or Corporate Status** as **ATTACHMENT II.**
9. Complete and submit the **Certification Regarding Lobbying** as **ATTACHMENT III.**
10. Complete and submit the **Sworn Statement on Public Entity Crimes** as **ATTACHMENT IV.**
11. Review Hillsborough County Equal Opportunity Requirement. For agencies of 15 or more employees, submit your agency's **Affirmative Action Plan or Equal Opportunity Policy Statement**, signed and dated by the CEO or designated official, as **ATTACHMENT V**.
12. Complete and submit the **Equal Employment Opportunity Questionnaire** as **ATTACHMENT VI**. The PROVIDER agrees to comply with the Hillsborough County Equal Opportunity Clause.
13. Complete and submit the **Work Force Analysis Form** as **ATTACHMENT VII.**

Section 1.2 Fiscal Management and Stability of Agency (limit 3 pages not including Attachments)

1. Describe your fiscal management and internal controls. Submit a copy of your latest **fiscal audit** (if $750,000 or more in federal funding); otherwise submit your latest **financial statements**, as **ATTACHMENT XII**.
2. What other funding does your organization receive? Please complete the **Summary of Funding Sources** form and submit as **ATTACHMENT VIII.**
3. Determining the Unit Cost of Services; provide a complete accounting using the sample Unit Cost Calculation and **Service Unit Cost Analysis** forms or any other internal forms to illustrate how each per unit cost was determined. Submit as **ATTACHMENT IX.**

SECTION 2 (Project Plan)

Section 2.1 Scope of Services (Limit 4 pages per domain)

1. Clearly describe the project(s) you are proposing to be funded under this RFA and indicate your prior experience in delivering these services.
2. Include a description of your proposed service approach and the rationale underlying the approach to be taken in providing the service(s).
3. This section must describe the intended purpose and the expected measurable project outcomes and results related to program expectations.
4. Describe how the intended project is innovative (such as social determinants of health, mobile treatment, new technologies. etc.) and cost effective.
5. Please indicate any partnerships that will be included as part of this project.
6. **BONUS:** Please note that including one or more of the priority strategies in your project will result in a maximum of two (2) bonus points per domain.
7. **BONUS**: Please note that including court involved clients and/or strategies in your project will result in a maximum of two (2) bonus points per domain.

Section 2.2 Access and Location (Limit 2 pages)

1. What is the address(es) of the service location(s)? Is the site on a public transportation bus route?
2. What are your hours of operation?
3. Identify the data collection methods to ensure client demographics will be reported accurately. Who will be responsible for maintaining client and service delivery data?
4. Explain any specific barriers to the provision of services that exist in the population and area(s) proposed to be served (e.g., confidentiality, geographic barriers to services, etc.).
5. Address how your agency plans to reduce or alleviate these barriers and your plans to ensure client access to the services that will be provided (e.g., bilingual staff, extended/weekend hours of service, co-location service agreements, the option of in-home services, childcare, incentives, transportation, etc.).

Section 2.3 Staffing, Licensure and Insurance (Limit 1 page not including Attachments)

1. Provide a description of how the program will be staffed (e.g., paid staff or volunteers).
2. Identify the number and type of positions needed; if licensure required; whether they will be full-time or part-time; and the qualifications proposed for each position, including type of experience and training required.
3. Provide copies of appropriate insurance coverage limits as set forth in this RFA for the strategy(ies) being proposed. You must submit your **Certificate of Insurance Coverage** as **ATTACHMENT XI**. If you do not have the current limits listed in the Pro-Forma Agreement **(EXHIBIT 2)**, please provide documentation that your agency has the ability to provide the appropriate insurance coverage effective at the beginning of the contract period.

SECTION 3 (Budgetary Information)

Section 3.1 Budget and Cost Effectiveness (Attachments only)

1. Applicants must complete and upload the **Line Item Budget Workbook** forms for each service domain applied for as **ATTACHMENT X** which describes job duties for listed staff, and job descriptions. Administrative costs cannot exceed 10% of the budget submitted, which includes rent and utilities.

Section 3.2 Other Funding Sources (Limit 1 page not including Attachments)

1. If this is a current service that your organization provides, describe the other funding sources for this specific service or domain strategy and how they are accounted for and utilized.

2. Describe the procedures or billing practices that your organization will use to bill other third party payors such as Medicaid and Medicare to ensure unduplicated billing. If applicable, provide **Medicaid and Medicare Proof of Participation** Number(s) as **ATTACHMENT XIII**. If not applicable, indicate this in your ATTACHMENT.

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ATTACHMENT III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, 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) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____ _____

Name of Authorized Individual Application or Contract Number

_____

Name and Address of Organization

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ATTACHMENT IV

Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

_____

and (if applicable its Federal employer Identification Number (FEIN) is_____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information within 3 years of signing this document, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(1), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees. members, and agents, who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a polling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within 3 years of signing this document.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years of signing this document.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within 3 years of signing this document. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and a final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[Signature]

Sworn to and subscribed before me this ____ day of _____ 20___.

Personally known _____ Notary Public - State of _____
OR Produced identification _____

_____
(Type of identification) My commission expires _____

_____ _____
(Signature of Notary) (Printed, typed, or stamped commission of Notary Public)

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY REQUIREMENTS

The following pages are Hillsborough County's Equal Employment Opportunity Clause, the provisions of which must be complied with by all contractors with the County, and the related applicable statutes, orders and regulations. Following that are the EEO/Civil Rights Status form that must be completed, a statement on sanctions and penalties, the Equal Employment Opportunity Questionnaire Instructions, and Work-Force Analysis that must be completed. It is mandatory that a copy of the agency's **Affirmative Action Plan** be uploaded as **ATTACHMENT V** (required if agency has 15 or more employees), and a copy of the agency's **Affirmative Action/Equal Employment Opportunity Policy Statement** is required for all applicants regardless of size. It is also very important to include the information requested concerning the ethnic makeup of the agency's Board of Directors and direct service staff.

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

During the performance of any Agreement resulting from this RFA, the selected applicant as CONTRACTOR agrees as follows:

(1) General: The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

(2) Recruitment: The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

(3) Unions: The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Compliance Reports: The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete, and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.

(5) Sanctions: In the event of the CONTRACTOR'S non-compliance with the non- discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.

(6) Subcontractors: The CONTRACTOR will include the provisions of paragraphs 1 through 6 in every subcontract under this contract so that such provision will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

HILLSBOROUGH COUNTY, FL

----Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
----Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

----Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
----Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
----Florida Statutes § 112.043, prohibits age discrimination in employment.
----Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
----Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
----Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
----Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
----Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
----Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
----Florida Statutes §760.40, provides for the confidentiality of genetic testing.
----Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
----Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
----Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
----Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

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FEDERAL

----Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
----Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
----Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
----Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
----Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
----Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
----Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
----Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
----Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
----Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
----Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
----Interagency Agreement promulgated on March 23, 1973.
----Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
----Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
----Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
----Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
----Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
----Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
----Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
----State and Local Assistance Act of 1972, as amended.
----Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
----Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§5.100 -5.605.
----Executive Order 13673, Fair Pay and Safe Workplaces.

***"The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract."**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will 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.

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EQUAL OPPORTUNITY QUESTIONNAIRE

APPLICANT'S FAILURE TO COMPLETE THE FOLLOWING QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE AGENCY'S APPLICATION

INSTRUCTIONS

All Applicants are urged to carefully review the Equal Opportunity Questionnaire, and to reflect on it in relation to your company's employment and DM/DWBE practices.

Please note particularly that:

(a) Where federally-assisted contracts are involved, the successful Applicant is bound Executive Order 11246, as amended by Executive Orders 11375 and 12086; and Federal Contract Compliance conditions contained in this package

A. Subsequent to notification of apparent low applicant status, the Applicant shall complete **ALL** forms of this Equal Opportunity Questionnaire if the total amount of this contract equals or exceeds $10,000.

B. The Equal Opportunity Questionnaire shall be submitted with the DM/DWBE subcontracted agreements if the submittal of such agreements are required. If DM/DWBE Program requirements are not applicable to the Application, then the low applicant shall submit the Equal Opportunity Questionnaire within five days of notification of its apparent low applicant status.

If you have any questions, you may contact the Hillsborough County Economic Development Department, by telephoning (813) 272-7232.

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ATTACHMENT VI

EQUAL OPPORTUNITY QUESTIONNAIRE

APPLICANT'S FAILURE TO COMPLETE THE FOLLOWING QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE AGENCY'S APPLICATION

1. Name of business establishment:

_____

2. Address (number of street):

_____

3. City, State and Zip Codes:

_____

4. Telephone number (with area code):

_____

5. Name and Title of Chief Executive Officer:

_____

6. Name and Title of your Equal Employment Opportunity Officer:

_____

7. Do you have an Affirmation Action Plan and/or policy statement: YES [ ] NO [ ]

If yes, does the plan cover Vietnam or Veterans and handicapped persons? YES [ ] NO [ ]

8. Do you have an Internal Compliant Procedure for investigating and resolving EEO complaints made against your company? YES [ ] NO [ ]

If no, would you be willing to comply with and use the County's complaint procedure? YES [ ] NO [ ]

9. Who is responsible for handling complaints?_____

What is that person's title?_____

What is that person's telephone number?_____

10. Is your compliant procedure in writing? YES [ ] NO [ ]

11. Do you provide a copy to all employees immediately after their employment? YES [ ] NO [ ]

12. Do you advise your employees of their rights and responsibilities under EEO laws and regulations?
YES [ ] NO[ ]

13. Are you willing to participate in EEO training provided by the Hillsborough County Economic Development Department under the Board of County Commissioners? YES [ ] NO [ ]

14. Do you display EEO posters in places about your business normally available to your employees?
YES [ ] NO [ ]

15. Are there any educational or formal training programs to enhance employment? YES [ ] NO [ ]

16. List the recruitment sources your company relies upon when selecting new employees.

_____

_____

_____

17. Does your company include a nondiscrimination clause in all executed subcontracts? YES [ ] NO [ ]

18. Is your firm required to submit an EEO-1 report annually to the EEOC? YES [ ] NO [ ]

If yes, submit a copy of the most recent report with this questionnaire. (If a current annual report was previously submitted, the applicant may disregard this requirement by providing the name of the project and RFA number to which the aforementioned EEO-1 report was attached.)

19. The successful applicant must submit a copy of the firm's current Affirmative Action Plan to the Economic Development Department within thirty (30) days of the contract award, or at minimum, the successful applicant should contact the Economic Development Department for technical assistance in developing an Affirmative Action Plan.

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EQUAL OPPORTUNITY QUESTIONNAIRE

THE UNDERSIGNED APPLICANT BY THE SIGNATURE BELOW REPRESENTS THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT. THE UNDERSIGNED APPLICANT BY SIGNATURE BELOW PROVIDES ASSURANCE TO HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH HILLSBOROUGH COUNTY'S AFFIRMATIVE ACTION PROGRAM REQUIREMENTS.

IN WITNESS WHEREOF, the undersigned parties have caused this Equal Opportunity Questionnaire to be executed by their duly authorized representatives.

ATTEST:	APPLICANT:
_____	BY:_____
WITNESS (Name:_____)	AUTHORIZED INDIVIDUAL
_____	_____
Address	Printed Name of Signer
_____	_____
WITNESS (Name:_____)	Title of Signer
_____	_____
Address	Date

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ATTACHMENT VII - WORK FORCE ANALYSIS FORM

COMPANY NAME: _____

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS (Board Members) and MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL												
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTAL												

***JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.**

HISP: HISPANIC
API: ASIAN/PACIFIC ISLANDER
AI: AMERICAN INDIAN

ATTACHMENT VIII - SUMMARY OF FUNDING SOURCES

SUMMARY OF FUNDING SOURCES

NAME OF CONTRACTOR:_____ **DOMAIN:** _____

PERIOD OF CONTRACT:_____

OBJECT CLASS CATEGORIES	[FUNDING SOURCE]	[FUNDING SOURCE]	[FUNDING SOURCE]	[FUNDING SOURCE]	[FUNDING SOURCE]	[FUNDING SOURCE]	[FUNDING SOURCE]	TOTAL BUDGET
Personnel								$0.00
Fringe Benefits								$0.00
Travel								$0.00
Equipment								$0.00
Supplies								$0.00
Contractual								$0.00
Other								$0.00
TOTAL COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**

1. Combine amounts from all contracts.
2. State agency full name (no acronyms).
3. Headings of columns may be changed to accommodate other funding sources. Example split: - City Funding, County Funding, State Funding, Federal Funding, Grant Funding, and Private Funding
4. Object class categories may be changed to accommodate other line items.

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ATTACHMENT IX - SERVICE UNIT COST ANALYSIS

SERVICE UNIT COST ANALYSIS REPORT FORM

Applicant _____

Service Unit:	[Example A-1]
Time frame:	[Example Annual, weekly, monthly]

A	B	C	D	E
Total # of service units provided during time frame	**Total direct and indirect costs**	**Value of donated goods and services**	**Average cost per unit of service (B/A)**	**Average full cost/unit (B+C/A)**
			#DIV/0!	**#DIV/0!**

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ATTACHMENT X – LINE ITEM BUDGET WORKBOOK

BUDGET SUMMARY
REQUEST FOR APPLICATIONS - #HCS-1-25

[APPLICANT]
FISCAL YEAR: 202x

						Total
Object Class Categories	**Administrative Costs**	**Education**	**Prevention**	**Treatment**	**Recovery**	
a. Personnel	$ -	$ -	$ -	$ -	$ -	$ -
b. Fringe Benefits	$ -	$ -	$ -	$ -	$ -	$ -
c. Travel	$ -	$ -	$ -	$ -	$ -	$ -
d. Equipment	$ -	$ -	$ -	$ -	$ -	$ -
e. Supplies	$ -	$ -	$ -	$ -	$ -	$ -
f. Contractual	$ -	$ -	$ -	$ -	$ -	$ -
g. Other	$ -	$ -	$ -	$ -	$ -	$ -
Direct Charges	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Charges	$ -					$ -
TOTALS	$ -	$ -	$ -	$ -	$ -	$ -

FY 202x Funding Request:		
Administrative Costs		$ -
Education Services		$ -
Prevention Services		$ -
Treatment Services		$ -
Recovery Services		$ -
Total:	$ -	$ -

Actual Administrative %	#DIV/0!
Administrative Budget Cap 10%	Within Limit

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ATTACHMENT XI

INSURANCE REQUIREMENTS

ORGANIZATION shall obtain at ORGANIZATION's expense the insurance specified in this document to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. ORGANIZATION shall obtain the following insurance from insurance companies or entities that are authorized to transact business of insurance and issue coverage in the COUNTY and that are acceptable to Hillsborough County. Coverage shall be primary and non-contributory with other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. ORGANIZATION shall pay for all deductibles, self-insured retention, and self-insurance, if any.

ADDITIONAL INSURED ENDORSEMENT (Separate from the statement on the COI, the Endorsement page(s) must be included):

All liability insurance, except for the Workers' Compensation, Professional Liability, and Cyber Liability (if applicable) required under this Contract must include an additional insured endorsement specifying Hillsborough County, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations, but only with respect to ORGANIZATION's activities to performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. A blanket Additional Insured will suffice.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damages in a form and with coverage that is satisfactory to COUNTY. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount not less than:

Bodily Injury and Property Damage Each Occurrence	$1,000,000
Damage to Rented Premises Each Occurrence	$ 50,000
Medical Expenses to Any One Person	$ 5,000
Personal & Advertising Injury Each Occurrence	$1,000,000
Products/Completed Operations Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Prod/Completed Operations Aggregate	$2,000,000

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering ORGANIZATION's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than:

$1,000,000 - For bodily injury and property damage. Use of personal automobile liability insurance

coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including ORGANIZATION, that employ subject workers, as defined per Florida Statute, shall comply and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption with less than 4 employees (3 or less employees) or no employees. ORGANIZATION shall require and ensure that each of its subcontractors complies with these requirements. ORGANIZATION shall also obtain employers' liability insurance coverage with limits not less than:

$100,000 – Each accident, $100,000 for disease, and $500,000 disease policy limit. ORGANIZATION shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

Professional Liability insurance covering and damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the ORGANIZATION and ORGANIZATION's subcontractors, agents, officers, or employees in an amount not less than $1,000,000 per claim.

WAIVER OF SUBROGATION:

ORGANIZATION shall waive rights of subrogation which ORGANIZATION or any insurer of ORGANIZATION may acquire against the Hillsborough County or Hillsborough County by virtue of the payment of any loss. ORGANIZATION will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Hillsborough County has received a waiver of subrogation endorsement from the ORGANIZATION or the ORGANIZATION's insurer(s).

CERTIFICATE(S) AND PROOF OF INSURANCE:

ORGANIZATION shall provide to Hillsborough County Certificate(s) of Insurance for all required insurance before performing and Services required under this Contract. The Certificate(s) shall list Hillsborough County, its officers, employees, and agents as Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirements, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Hillsborough County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The ORGANIZATION or its insurer must provide at least 30 days' written notice to Hillsborough County

before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

ORGANIZATION agrees to periodic review of insurance requirements by Hillsborough County under this Contract and to provide updated requirements as mutually agreed upon by the ORGANIZATION and COUNTY.

COUNTY ACCEPTANCE:

All insurance providers are subject to Hillsborough County acceptance. If requested by Hillsborough County, ORGANIZATION shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to COUNTY representatives responsible for verification of the insurance coverages required under this contract/agreement.

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EXHIBIT 1 – SERVICE DOMAINS AND STRATEGIES

A. Education priority strategies

A.1 Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

A.2 Fund media campaigns to prevent opioid misuse.

A.3 Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction- including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

A.4 Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

A.5 Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

B. Prevention priority strategies

B.1 Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction- including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

B.2 Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

B.3 Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

B.4 Public health entities provide free Naloxone/Narcan to anyone in the community.

B.5 Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

C. Treatment priority strategies

C.1 Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

C.2 Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

C.3 Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers; such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

C.4 Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

C.5 Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

D. Recovery priority strategies

D.1 Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers; such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

D.2 Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

D.3 Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

D.4 Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

E. Education additional strategies

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

E.1 Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

E.2 Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

E.3 Continuing Medical Education (CME) on appropriate prescribing of opioids.

Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

E.4 Educate Dispensers on appropriate opioid dispensing.

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

E. 5 Public education relating to drug disposal.

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

E.6 Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

E.7 Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

E.8 Public education relating to emergency responses to overdoses.

E.9 Public education relating to immunity and Good Samaritan Laws.

E.10 Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

E.11 Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

E.12 Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

E.13 Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

E.14 Development and dissemination of new curricula, such as the American Academy of Addiction· Psychiatrist Provider Clinical Support Service for Medication-Assisted Treatment.

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

E.15 Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

Provide connections to care for people who have or at risk of developing OUD and any co-occurring SUD/MI conditions through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

E.16 Engage non-profits and the faith community as a system to support outreach for treatment.

E.17 Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited, to, the following:

E.18 Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

E.19 Active outreach strategies such as the Drug Abuse Response Team (DART) model;

E.20 Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

E.21 Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered connection with any of the strategies described in this section.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH and the needs of their families, including babies through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

E.22 Training for obstetricians or other healthcare personnel that work with pregnant women

and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

E.23 Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a place of safe care.

Medication-Assisted Treatment (''MAT'') Distribution and other opioid-related treatment:

E.24 Provide education to school-based and youth-focused programs that discourage or prevent misuse;

E.25 Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders;

Prevention Programs

E.26 Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent the 2016 CDC guidelines, including providers at hospitals (academic detailing);

E.27 Funding and training for first responders to participate in pre-arrest diversion programs, post overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

First Responders

E.28 Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

Leadership, Planning And Coordination

E.29 Support efforts to provide leadership, planning, coordination, facilitation, training, and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

E.30 A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

Training

E.31 In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

E.32 Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

E.33 Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

Research

E.34 Support opioid abatement research that may include, but is not limited to, the following:

E.35 Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

E.36 Research non-opioid treatment of chronic pain.

E.37 Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

E.38 Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

E.39 Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

E.40 Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

E.41 Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

E.42 Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids:

E.43 Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

F. Prevention additional strategies

Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

F.1 Increase the number of prescribers using PDMPs;

F.2 Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

F.3 Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy. And security laws and rules.

F.4 Increase electronic prescribing to prevent diversion or forgery.

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

F.5 Corrective advertising or affirmative public education campaigns based on evidence,

F.6 Drug take-back disposal or destruction programs

F.7 Fund community anti-drug coalitions that engage in drug prevention efforts.

F.8 Engage non-profits and faith-based communities as systems to support prevention.

F.9 School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

F.10 Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

F.11 Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

F.12 Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

Support efforts to prevent Qtr. reduce overdose deaths or other opioid-related harms through evidence- based or evidence informed programs or strategies that may include, but are not limited

to, the following:

F.13 Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

F.14 Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

F.15 Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

F.16 Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/NIH conditions.

F.17 Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

F.18 Support screening for fentanyl in routine clinical toxicology testing.

Provide connections to care for people who have - or at risk of developing - OUD and any co-occurring SUD/MI conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

F.19 Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

F.20 Develop and support best practices on addressing OUD in the workplace.

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited, to, the following:

F.21 Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

F.22 "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

F.23 Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

F.24 Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or

F.25 Support critical time interventions (CTD, particularly for individuals living with dual diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH and the needs of their families, including babies through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

F.26 Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women - or women who could become pregnant - who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence

Syndrome.

Naloxone or other FDA-approved drug to reverse opioid overdoses:

F.27 Expand training for first responders, schools, community support groups and families; and

F.28 Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

Prevention Programs

F.29 Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost' campaign to prevent youth from misusing tobacco)

F.30 Funding for evidence-based prevention programs in schools;

F.31 Funding for community drug disposal programs; and

F. 32 Expanding Syringe Service Programs

F.33 Provide comprehensive syringe services programs with more wrap-around services linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

F.34 Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Leadership, Planning And Coordination

F.35 Support efforts to provide leadership, planning, coordination, facilitation, training, and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

F.36 Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to. support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

F.37 Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

Training

F.38 In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

F.39 Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

G. Treatment additional strategies

Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

G.1 Enable states to use PDMP data in support of surveillance or intervention strategies,

including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

G.2 Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

G.3 Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence informed practices such as adequate methadone dosing and low threshold approaches to treatment.

G.4 Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

G.5 Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

G. 6 Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telemonitoring to assist community-based providers in rural or underserved areas.

G.7 Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

G.8 Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions,

G. 9 Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

Provide connections to care for people who have - or at risk of developing - OUD and any co-occurring SUD/MI conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

G.10 Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

G.11 Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

G.12 Provide training and Jong-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

G.13 Purchase automated versions of SBIRT and support ongoing costs of the technology.

G.14 Expand services such as navigators and on-call teams to begin MAT in hospital

emergency departments.

G.15 Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

G.16 Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

G.17 Expand warm hand-off services to transition to recovery services.

G.18 Support assistance programs for health care providers with OUD.

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited, to, the following:

G.19 Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

G.20 Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

G.21 Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

G.22 Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

G.23 Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH and the needs of their families, including babies through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

G.24 Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women - or women who could become pregnant - who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

G.25 Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD.

G.26 Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need; expand long-term treatment and services for medical monitoring of NAS babies and their families.

Medication-Assisted Treatment (''MAT'') Distribution and other opioid-related treatment:

G.27 Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

G.28 Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate with other support services.

Pregnant & Postpartum Women

G.29 Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non- Medicaid eligible or uninsured pregnant women;

G.30 Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum;

Expanding Treatment for Neonatal Abstinence Syndrome

G.31 Expand comprehensive evidence-based treatment and recovery support for NAS babies;

G.32 Expand services for better continuum of care with infant-need; and

G.33 Expand long-term treatment services for medical monitoring of NAS babies and their families.

Expansion of Warm Hand-off Programs and Recovery Services

G.34 Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

G.35 Expand warm hand-off services to transition to recovery services;

Expansion of Warm Hand-off Programs and Recovery Services

G.36 Hire additional social workers or other behavioral health workers to facilitate expansions above.

Treatment for Incarcerated Population

G.37 Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system;

G.38 Increase funding for jails to provide treatment to inmates with OUD.

Leadership, Planning And Coordination

G.39 Support efforts to provide leadership, planning, coordination, facilitation, training, and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

G.40 Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

Training

G.41 In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

G.42 Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

H. Recovery additional strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

H.1 Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH condition.

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence informed programs or strategies that may include, but are not limited to, the following:

H.2 Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

H.3 Provide access to housing for people with OUD and any 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.

H.4 Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

H.5 Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

H.6 Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the-number and capacity of high-quality programs to help those in recovery.

H.7 Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

H.8 Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

H.9 Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

H.10 Create and/or support recovery high schools.

H.11 Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

Provide connections to care for people who have - or at risk of developing - OUD and any co-occurring SUD/MI conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

H.12 Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with ODD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

H.13 Expand warm hand-off services to transition to recovery services.

H.14 Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH and the needs of their families, including babies through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

H.15 Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women - or women who could become pregnant - who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

H.16 Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD.

H.17 Child and family supports for parenting women with OUD and any co-occurring SUD conditions.

H.18 Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.

H.19 Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events,

H.20 Offer home-based wrap-around services to persons with ODD and any co-occurring SUD/MB conditions, including but not limited to parent skills training.

H.21 Support for Children's Services -- Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

Medication-Assisted Treatment (''MAT'') Distribution and other opioid-related treatment:

H.22 Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate with other support services.

Pregnant & Postpartum Women

H.23 Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

Expanding Treatment for Neonatal Abstinence Syndrome

H.24 Expand comprehensive evidence-based treatment and recovery support for NAS babies;

Expansion of Warm Hand-off Programs and Recovery Services

H.25 Expand warm hand-off services to transition to recovery services;

H.26 Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

H.27 Provide comprehensive wrap-around services to individuals in recovery including transportation, job placement/training, and childcare;

First Responders

H.28 Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

Leadership, Planning And Coordination

H.29 Support efforts to provide leadership, planning, coordination, facilitation, training, and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

H.30 Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

Training

H.31 In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

H.32 Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

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EXHIBIT 2 – PRO-FORMA CONTRACT

AGREEMENT BETWEEN HILLSBOROUGH COUNTY, FLORIDA
AND
XYZ FOUNDATION, INC.

THIS AGREEMENT**,** hereinafter referred to as "Agreement" dated this ____ day of _____, 2025, by and between Hillsborough County, a political subdivision of the State of Florida, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602, hereinafter referred to as "COUNTY" and XYZ Foundation, Inc., a not-for-profit corporation existing under the laws of the State of Florida, whose address is 1500 E. John Doe Boulevard, Tampa, Florida 33605, hereinafter referred to as "ORGANIZATION."

RECITALS

WHEREAS, the COUNTY believes it to be in the public interest to provide services through the ORGANIZATION for the residents of Hillsborough County who are desirous of such services; and

WHEREAS, the COUNTY has examined the services and facilities of the ORGANIZATION, and found that the ORGANIZATION provides the facilities and services needed by the residents of Hillsborough County; and

WHEREAS, the COUNTY has determined that the best interests of its citizens will be served by entering into an Agreement with the ORGANIZATION for the furnishing of services and/or facilities provided by the ORGANIZATION.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and ORGANIZATION agree as follows:

ARTICLE 1
Incorporation of the Recitals

The aforesaid recitals are true and correct and are incorporated herein by reference.

ARTICLE 2
Scope of Service

ORGANIZATION shall provide the Scope of Services attached hereto as Exhibit "A" and incorporated herein.

ARTICLE 3
Term of Agreement

This Agreement shall be effective for two years commencing on October 1, 2024, and ending on September 30, 2026, hereinafter referred to as "Term."

ARTICLE 4
Consideration and Limitations of Costs

For its performance under this Agreement as described in Exhibit "A" and other applicable terms under this Agreement, the ORGANIZATION will receive funds from the COUNTY, on a reimbursement basis, in an amount not to exceed $375,000 for the Term. Notwithstanding the foregoing, if the ORGANIZATION fails to submit proper Request for Payment Forms totaling $375,000 for such period, then, any remaining portions thereof which the COUNTY has not reimbursed to the ORGANIZATION shall not be available for reimbursement.

ARTICLE 5
Payment and Reporting Requirements

Expenditure and Payment of funds shall be made in accordance with the Method of Payment as identified in Exhibit "B" attached hereto and incorporated herein and the Request for Reimbursement attached hereto as Exhibit "C" and incorporated herein. COUNTY shall review and approve ORGANIZATION'S Method of Payment submission for conformance with this Agreement. COUNTY shall not reimburse the ORGANIZATION for unallowable expenses.

If ORGANIZATION fails to perform any obligation hereunder, COUNTY may withhold or adjust the amount of payments due under the Agreement until all obligations are met. The total amount of funding available may also be adjusted as a result of reductions in the level of funding available to COUNTY, and as a result of programmatic changes and budgetary revisions agreed to by the parties. If COUNTY determines through its inspection or review that ORGANIZATION has not performed or is not performing the total agreed upon services, payments to ORGANIZATION shall be subject to a pro-rata reduction. If ORGANIZATION fails to provide the services required to be performed under this Agreement, all rights to payment are forfeited.

COUNTY shall not honor a late request for payment and will not be liable for non-payment of a late request. ORGANIZATION shall submit its final Request for Reimbursement Form, Program Performance Report Form attached hereto as Exhibit "D" and incorporated herein and any other required reports within 15 days of the termination or expiration of this Agreement. COUNTY agrees to be bound by the applicable provisions of the Florida Prompt Payment Act, Sections 218.70 et seq., Florida Statutes, in connection with this Agreement.

ARTICLE 6
Maintenance and Review of Records

ORGANIZATION, and any of its subcontractors providing any services required to be performed by ORGANIZATION under this Agreement, shall maintain adequate records and accounts including, but not limited to, property, personnel and financial records, and supporting documentation to assure a proper accounting for all COUNTY funds received under this Agreement for a period of six years from the date of final payment to ORGANIZATION under this Agreement or the Termination of this Agreement, whichever occurs later. Said six-year period is hereinafter referred to as the "Audit Period."

COUNTY and its authorized agents shall have the right, and ORGANIZATION and its subcontractors, as applicable, shall permit COUNTY and its authorized agents including, but not

limited to, the County Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all agreements, invoices, materials, accounts and records, to interview personnel and to review policies and procedures relating to all matters covered by this Agreement including, but not limited to, personnel and employment records for the Audit Period. All such records, accounts and documentation shall be made available to COUNTY and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as COUNTY may deem necessary during the Audit Period. COUNTY'S right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. ORGANIZATION shall ensure that any subcontractors providing any services ORGANIZATION is required to provide under this Agreement shall recognize COUNTY'S right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by ORGANIZATION under this Agreement. If an audit is begun by COUNTY or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article 6 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7
Reports and Program Reporting Requirements

ORGANIZTION will submit to COUNTY within six months after end of ORGANIZATION's fiscal year, and upon request by the COUNTY, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term. If ORGANIZATION fails to provide its audited financial statements within the six-month period referenced above, then, ORGANIZATION shall be in default of the Agreement. Notwithstanding the foregoing, COUNTY may grant ORGANIZATION an extension of the six-month period to provide its audited financials, but such extension shall be solely at COUNTY's discretion.

ORGANIZATION will submit monthly reports, to be determined by the COUNTY, along with the monthly invoices.

Within 60 days after COUNTY approves Agreement with ORGANIZATION, the ORGANIZATION shall register with the Crisis Center of Tampa Bay, Inc., 211 Hotline Program to provide contact and program services information in the event of a disaster. To register, contact the director of 211 Hotline Program at (813) 964-1964. The 211 Hotline Program will maintain a central databank of non-profit service providers' information for contact in the event of an emergency. Further, the ORGANIZATION is required to report its current contact information within ten days of a change and immediately if a change occurs on or after an emergency.

In the event that Hillsborough County encounters a disaster, the ORGANIZATION shall contact the 211 Hotline Program immediately to report their current capability to provide services.

ARTICLE 8
Access to Records

Legally Required Statement and Provisions Regarding Access to Records for Services Contracts

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions

below shall not be construed to imply that ORGANIZATION has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that ORGANIZATION is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to ORGANIZATION. As stated below, ORGANIZATION may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, ORGANIZATION is advised to seek independent legal counsel as to its legal obligations. The County cannot provide ORGANIZATION advice regarding its legal rights or obligations.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

i) 813-307-3640 (telephone number),

ii) WagnerK@hcfl.gov (email address),

iii) P.O. Box 1100, 16th Floor, Tampa, Florida 33610-1110 (mailing address)

If under this Contract, the ORGANIZATION is providing services and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, ORGANIZATION will comply with public records law, and agrees to:

i) Keep and maintain public records required by the County to perform the services.

ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

iii) 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 the contract term and following completion of the Contract if ORGANIZATION does not transfer the records to the County.

iv) Upon completion of the Contract, transfer at no cost to the County, all public records in possession of ORGANIZATION or keep and maintain public records required by the County to perform the service. If ORGANIZAION transfers all public records to the County upon completion of the Contract, ORGANIZATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ORGANIZATION keeps and maintains public records upon completion of the Contract, ORGANIZATION shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of ORGANIZATION to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

ARTICLE 9
Indemnification

ORGANIZATION shall indemnify, hold harmless and defend COUNTY and the Hillsborough County Board of County Commissioners, and the respective agents and employees of COUNTY (all of the foregoing, collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by ORGANIZATION, its agents, subcontractors, assigns, heirs and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against to any of the Indemnified Parties by any employee of ORGANIZATION, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for ORGANIZATION or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article 9 shall survive the termination of this Agreement.

ARTICLE 10
Insurance

ORGANIZATION shall procure and maintain throughout the Term of this Agreement, on behalf of itself and COUNTY, the insurance specified on, and as required by, Exhibit "E," attached hereto and incorporated herein, and as stated herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

ORGANIZATION shall ensure that COUNTY and its Board of County Commissioners are named as additional insured parties as to the actions of ORGANIZATION, its employees, agents, assigns and subcontractors, performing or providing materials and/or services to ORGANIZATION during the performance of this Agreement, on all auto liability policies and general liability policies required to be obtained by ORGANIZATION pursuant to this Agreement, and all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for 30 days prior written notice to COUNTY of any cancellation, intent not to renew or reduction in the policy coverage.

ARTICLE 11
Equal Opportunity; Non-Discrimination Clause

ORGANIZATION shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The ORGANIZATION shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

At the time of execution of this Agreement by ORGANIZATION, ORGANIZATION shall submit the information required by Hillsborough County's Equal Opportunity Requirements, which are attached hereto as Composite Exhibit "F" and incorporated herein.

ARTICLE 12
Political Endorsement Prohibition

Pursuant to BOCC Policy No. 02.12.00.00, the ORGANIZATION shall not engage in political activities that promote or oppose a specific candidate.

ARTICLE 13
Statement of Assurance

During the performance of this Agreement, ORGANIZATION herein assures COUNTY that said ORGANIZATION is in compliance with all applicable laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, as amended, in that ORGANIZATION does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said ORGANIZATION'S employees or applicants for employment. ORGANIZATION understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, ORGANIZATION herein assures COUNTY that said ORGANIZATION will comply with Title VI of the Civil Rights Act of 1964 and the Drug-Free Workplace Act of 1988 when Federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as herein above referenced are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era and Disabled Veterans within its protective range of applicability.

ORGANIZATION shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local and Tribal Governments; 2 C.F.R. Part 376, Non Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. 98-502, as applicable to the Agreement and ORGANIZATION'S designation as a governmental entity.

ARTICLE 14
Conflict of Interest

ORGANIZATION represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity; or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by COUNTY, ORGANIZATION shall not retain any individual or company with whom ORGANIZATION or any individual member thereof has a financial or other conflict of interest; nor in fulfillment of this Agreement, do business with a for-profit entity in which ORGANIZATION or any individual member has a financial or other interest therein.

ORGANIZATION warrants to COUNTY that no gifts or gratuities have been or will be given to any COUNTY employee or agent, either directly or indirectly, to obtain this Agreement.

ARTICLE 15
Compliance with Applicable Laws including HIPAA

ORGANIZATION shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, P.L. 104-191, 45 C.F.R. 160 and Part 164, as amended. A copy of Hillsborough County's Notice of Privacy Practices is attached hereto as Exhibit "G" and incorporated herein.

ARTICLE 16
Drug Free Workplace

ORGANIZATION shall hereby assure COUNTY that it will administer, in good faith, a policy designed to ensure that ORGANIZATION is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 17
Public Entity Crimes

A person or affiliate who has been placed on the debarred vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer or proposal. COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

ORGANIZATION represents for itself and its affiliates that it is not prohibited from entering into this Agreement by Florida Statutes Section 287.133.

ARTICLE 18
Prohibition Against Economic Incentives for Foreign Entities

Pursuant to Section 288.0071, Florida Statutes, as a condition of this Agreement, the ORGANIZATION is required to provide an executed affidavit (in the form attached hereto as Addendum 1 and incorporated herein) signed under penalty of perjury verifying that the ORGANIZATION is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the COUNTY is prohibited from contracting with under Florida law.

ARTICLE 19
E-Verify Requirement

To comply with Executive Order 12989 (as amended), the State of Florida Executive Order No. 11-116 and Section 448.095(2), Fla. Stat., the ORGANIZATION agrees to utilize the U.S. Department of Homeland Security's E-Verify System (https://e-verify.uscis.gov/emp) to verify the employment eligibility status of all employees hired by the ORGANIZATION during the term of the Agreement. If the ORGANIZATION enters into a contract with a subcontractor for the services to be provided hereunder, the subcontractor must provide the ORGANIZATION with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien, a copy of which affidavit(s) shall be maintained by the ORGANIZATION for the duration of the Agreement or longer as provided in Article 6.

ARTICLE 20
Termination

In addition to the exercise of any other remedies available to it at law or in equity, the COUNTY may terminate this Agreement for the ORGANIZATION'S performance, as determined by the COUNTY, upon no less than 24 hours prior written notice to the ORGANIZATION. Either party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other party.

ARTICLE 21
Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE 22
Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 23
Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE 24
Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits, the provisions of the Agreement shall control over the provisions of the exhibits.

ARTICLE 25
Governing Laws

This Agreement shall be governed by the laws, rules and regulations of the State of Florida and the venue shall be in Hillsborough County, Florida.

ARTICLE 26
Severability

In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 27
Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 28
Third Party Beneficiaries/Independent Contractors

This Agreement is for the benefit of COUNTY and ORGANIZATION. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. ORGANIZATION acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of COUNTY.

ORGANIZATION shall carry out, or cause to be carried out, all of the services required herein as an independent contractor. ORGANIZATION will not represent itself as an agent, sub-agent or representative of COUNTY. All services described herein will be carried out by persons or instrumentalities solely under ORGANIZATION'S control and supervision.

ARTICLE 29
Modifications/Amendments

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be

modified/amended or extended by a written instrument executed by COUNTY and ORGANIZATION expressly for that purpose.

ARTICLE 30
Assignment and Subcontracting

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of COUNTY.

ARTICLE 31
Notice and Definition of Days

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

COUNTY:
Mr. Kevin Wagner
Department Director
Hillsborough County Health Care Services
601 E. Kennedy Boulevard, 16th Floor
Tampa, FL 33602

ORGANIZATION:
XYZ Foundation, Inc.
1500 E. John Doe Boulevard
Tampa, FL 33605
Attention: John Q. Public, CEO

Any notice sent in accordance with this Article 31 shall be deemed given two days after deposit in the U.S. Mail, if sent certified mail, or upon receipt, if sent by overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article 31 shall be deemed acceptance of such notice by such party.

Except if otherwise specifically stated in any article of this Agreement, days shall mean calendar days, which means every day of the month including weekends and holidays.

ARTICLE 32
Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, COUNTY shall notify ORGANIZATION of such occurrence, and COUNTY may terminate this Agreement, without penalty or expense to COUNTY, upon no less than 24 hours written notice to ORGANIZATION. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, COUNTY shall notify ORGANIZATION of such occurrence and COUNTY may terminate this Agreement, without penalty or expense to COUNTY, upon no less than 24 hours written notice to ORGANIZATION. COUNTY shall make disbursements to ORGANIZATION for appropriate expenditures incurred up to the effective date of the termination. COUNTY shall be the sole authority as to the availability of funds and how funds will be allotted.

ARTICLE 33
Project Publicity

Pursuant to BOCC Policy No. 10.04.00.00, the ORGANIZATION shall recognize the Hillsborough County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which COUNTY funds provided pursuant to this Agreement are allocated. Any news release or other type of publicity must identify the Hillsborough County Board of County Commissioners as a funding source. In written materials, the reference to the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 34
Electronic Signature

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

ARTICLE 35
Restriction on Funding for Identification

ORGANIZATION is prohibited from using any funds by the COUNTY under this Agreement to provide funds to any person, entity or organization to issue or secure identification documents to or for any individual who does not provide proof of lawful presence in the United States.

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Addendum 1
AFFIDAVIT OF COMPLIANCE

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:
(Full Name)

1. My name is _____
(Full Name)

2. I am the _____ of _____
(Job Title) (Company Name)

3. The Company was formed in _____ and is a _____
(Country and State) (Type of Entity (i.e., LLC., Inc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:
   a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity;* or
   b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of Affiant)

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____.
(Name of Affiant)

Personally known _____
OR Produced Identification _____
Type of Identification Provided _____

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

LIST OF EXHIBITS

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
METHOD OF PAYMENT

EXHIBIT "C"
REQUEST FOR REIMBURSEMENT

EXHIBIT "D"
PROGRAM PERFORMANCE REPORT

EXHIBIT "E"
INSURANCE REQUIREMENTS

COMPOSITE EXHIBIT "F"
HILLSBOROUGH COUNTY EQUAL OPPORTUNITY REQUIREMENTS

EXHIBIT "G"
HILLSBOROUGH COUNTY'S NOTICE OF PRIVACY PRACTICES

EXHIBIT "A"
SCOPE OF SERVICES

ORGANIZATION: XYZ Foundation, Inc.

PROGRAM: _____

PRIMARY GOAL:
_____
_____
_____

PART I – Scope of Services:

A. XYZ Workshops – shall provide XXXXXXXXXXXXXXXXXXXXX.

1. Provide XX Units of Service annually. A "Unit of Service" is defined as XXXXXXXXXX.

2. The Per Unit Rate under this Agreement is XXXXXX dollars ($XXX.XX). Total not to exceed for this component's units of service is $XX,XXX.XX.

3. XX% of the XYZ workshop participants shall demonstrate XXXXXXXXX.

B. XYZ Assessment Services – shall provide XXXXXXXXXXXXXXXXXXXXXXXXX.

1. Provide XX Units of Service annually. A "Unit of Service" is defined as XXXXXXXXX.

2. The Per Unit Rate under this Agreement is XXXXXXXX ($XXX.XX). Total not to exceed for this component's units of service is $XX,XXX.XX.

3. XX% of the XYZ assessments shall include XXXXXXXXXXXXX.

C. XYZ Residential Treatment – shall provide XXXXXXXXXXXXXXXXXXXXXXXXX.

1. Provide XXX Units of Service annually. A "Unit of Service" is defined as XXXXXXXXXX.

2. The Per Unit Rate under this Agreement is XXXXXX ($XXX.XX). Total not to exceed for this component's units of service is $XX,XXX.XX.

3. XX% of the XYZ residential treatment participants shall demonstrate XXX.

PART II – Reporting:

1. Provide on an annual basis, a Success Indicator Report indicating the results towards achieving the program outcomes measures within forty-five (45) days after each contract year-end.

2. Provide a monthly program performance report with each reimbursement request.

3. Ensure compliance with provider reporting requirements outlined by the Florida Department of Children and Families utilizing the Opioid Data Management System. Access request forms are available at: DCF-SAMH Office of Opioid Recovery User Access Request Form.

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EXHIBIT "B"

METHOD OF PAYMENT

1. ORGANIZATION shall submit to COUNTY, Request for Reimbursement as identified in Exhibit "C" for expenses incurred during execution of this Agreement. Request for Reimbursement shall be submitted within fifteen (15) days following the month of service provision until all funds have been utilized for the agreement term.

2. ORGANIZATION shall submit to COUNTY, its Final Request for Reimbursement, which includes the Program Performance Report within fifteen (15) days of the termination or expiration of this Agreement, whichever occurs sooner.

3. In no event will the funds received under this Agreement by ORGANIZATION, for full and complete performance during the Term, exceed $375,000.

4. The Unit Rate and Sub-Total amounts may be adjusted at the discretion of the Director of Health Care Services department or his/her designee without exceeding the total not-to-exceed amount.

5. ORGANIZATION shall provide its most recent IRS Form 990 prior to its first request of payment during each annual period during the Term.

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EXHIBIT "C"

REQUEST FOR REIMBURSEMENT
Hillsborough County
Health Care Services
P.O. Box 1110
Tampa, FL 33601

***** NOTE: County staff complete grey shaded sections.**

Supplier Name		Invoice Number	
Supplier Number		Department/Bin	HC
Supplier Site		BOCC Doc Number	
Invoice Date		Tax ID Number	
Invoice Amount		Remit To Address	
Purchase Order			

ORGANIZATION NAME: _____

PROGRAM NAME: _____

Request #: _____ For the Month of _____ In the amount of: _____

Description	Annual not to Exceed Budget	Unit Price	# of Units of Service	Current Request	Request YTD	Remaining Balance
		Total	-	-	-	-

Rounded calculation to not exceed agreement amount

I certify that the units of service covered by this request have been provided to HILLSBOROUGH COUNTY in accordance with the terms and conditions of the Agreement and that the documentation provided in the attached Program Performance Report is true,accurate, and complete. Requests containing errors/omissions will be returned to the Organization for correction.

Authorized Signature _____ Title _____ Date _____

For County Staff Use Only		
Type of Review	Approved by	Date
Fiscal		

I verify that the goods and/or services have been received by the County based upon certification of the ORGANIZATION and attached documentation; and subject to fina audit.

Comments

EXHIBIT "D"

PROGRAM PERFORMANCE REPORT

ORGANIZATION: XYZ Foundation, Inc.

PROGRAM: _____

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF CONTRACT COMPLETED _____%

I. ACCOMPLISHMENTS (Types of Services Provided, Vendors Funded):

II. PROBLEMS:

III. STATUS REPORT ON PROVISION OF SERVICES: (include report period and year-to-date)

	UNITS OF SERVICE PROVIDED	ANNUAL PROGRAM GOAL	REPORT PERIOD	YEAR TO DATE	% OF GOAL COMPLETED
XYZ Workshops	_____	XX	_____	_____	_____
XYZ Assessment Services	_____	XX	_____	_____	_____
XYZ Residential Treatment	_____	XXX	_____	_____	_____

IV. OTHER COMMENTS:_____
_____
_____
_____

INSTRUCTIONS FOR
PROGRAM PERFORMANCE REPORT

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW SUMMARIZING THE ORGANIZATION ACTIVITIES FOR THE COUNTY FUNDED PROGRAM. USE ADDITIONAL PAGES ONLY IF NECESSARY/ REQUIRED.

Agency: Provide name of Agency as it appears on your Agreement.

Program: Provide title of the program or general service area as contracted.

Report Period: Identify dates covered by this narrative report. After the first report, begin with ending date of the previous report.

I. Accomplishments

Highlight significant or major accomplishments in the County funded program during the report period.

II. Problems

Provide a description of the problems that were encountered during this report period which would have a negative impact on the program. Also, provide a plan for a corrective action, to include time of implementation effect on the program, and indicate if there is a need to modify the program, goals, or Agreement.

III. Status Report on Provision of Services, Goals and Objectives (Report period and year-to-date)

Report statistically on program goal achievements for report period and year-to-date total.

IV. Other Comments

Use this section for general remarks regarding Agency, etc. General information to assist in understanding the program's operation and purpose may be included.

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EXHIBIT "E"

INSURANCE REQUIREMENTS

ORGANIZATION shall obtain at ORGANIZATION's expense the insurance specified in this document to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. ORGANIZATION shall obtain the following insurance from insurance companies or entities that are authorized to transact business of insurance and issue coverage in the COUNTY and that are acceptable to Hillsborough County. Coverage shall be primary and non-contributory with other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. ORGANIZATION shall pay for all deductibles, self-insured retention, and self-insurance, if any.

ADDITIONAL INSURED ENDORSEMENT (Separate from the statement on the COI, the Endorsement page(s) must be included):

All liability insurance, except for the Workers' Compensation, Professional Liability, and Cyber Liability (if applicable) required under this Contract must include an additional insured endorsement specifying Hillsborough County, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations, but only with respect to ORGANIZATION's activities to performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. A blanket Additional Insured will suffice.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damages in a form and with coverage that is satisfactory to COUNTY. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount not less than:

Bodily Injury and Property Damage Each Occurrence	$1,000,000
Damage to Rented Premises Each Occurrence	$ 50,000
Medical Expenses to Any One Person	$ 5,000
Personal & Advertising Injury Each Occurrence	$1,000,000
Products/Completed Operations Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Prod/Completed Operations Aggregate	$2,000,000

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering ORGANIZATION's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than:

$1,000,000 - For bodily injury and property damage. Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including ORGANIZATION, that employ subject workers, as defined per Florida County Statute, shall comply and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption with less than 4 employees (3 or less employees) or no employees. ORGANIZATION shall require and ensure that each of its subcontractors complies with these requirements. ORGANIZATION shall also obtain employers' liability insurance coverage with limits not less than:

$100,000 – Each accident, $100,000 for disease, and $500,000 disease policy limit. ORGANIZATION shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

Professional Liability insurance covering and damages caused by an error, omission or any negligent acts related to the services to provided under this Contract by the ORGANIZATION and ORGANIZATION's subcontractors, agents, officers, or employees in an amount not less than $1,000,000 per claim.

WAIVER OF SUBROGATION:

ORGANIZATION shall waive rights of subrogation which ORGANIZATION or any insurer of ORGANIZATION may acquire against the Hillsborough County or Hillsborough County by virtue of the payment of any loss. ORGANIZATION will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Hillsborough County has received a waiver of subrogation endorsement from the ORGANIZATION or the ORGANIZATION's insurer(s).

CERTIFICATE(S) AND PROOF OF INSURANCE:

ORGANIZATION shall provide to Hillsborough County Certificate(s) of Insurance for all required insurance before performing and Services required under this Contract. The Certificate(s)

shall list Hillsborough County, its officers, employees, and agents as Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirements, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Hillsborough County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

All Certificates of Insurance shall be forwarded to:

Health Care Services Department
Hillsborough County BOCC
P. O. Box 1110
Tampa, Florida 33601-1110
Or e-mail to ContractsMgr@hcfl.gov

NOTICE OF CHANGE OR CANCELLATION:

The ORGANIZATION or its insurer must provide at least 30 days' written notice to Hillsborough County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

ORGANIZATION agrees to periodic review of insurance requirements by Hillsborough County under this Contract and to provide updated requirements as mutually agreed upon by the ORGANIZATION and COUNTY.

COUNTY ACCEPTANCE:

All insurance providers are subject to Hillsborough County acceptance. If requested by Hillsborough County, ORGANIZATION shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to COUNTY representatives responsible for verification of the insurance coverages required under this contract/agreement.

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EXHIBIT "F"

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, ORGANIZATION agrees as follows:

EQUAL EMPLOYMENT OPPORTUNITY – APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY

---- Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

---- Hillsborough County Ordinance #83-9 (Home Rule Charter), Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

STATE

---- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.

---- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

---- Florida Statutes § 112.043, prohibits age discrimination in employment.

---- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

---- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.

---- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.

---- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.

---- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.

---- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.

---- Florida Statutes §760.40, provides for the confidentiality of genetic testing.

---- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

---- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.

---- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.

---- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

---- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.

---- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

---- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.

---- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.

---- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

---- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.

---- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.

---- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.

---- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.

---- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2
(Revised Order 4), as amended.

---- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.

---- Interagency Agreement promulgated on March 23, 1973.

---- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

---- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.

---- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.

---- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.

---- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008,
P. L. 110-325, 122 Stat. 3553.

---- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.

---- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

---- State and Local Assistance Act of 1972, as amended.

---- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments,
as amended.

---- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§
5.100 -5.605.

---- Executive Order 13673, Fair Pay and Safe Workplaces.

* "The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract."

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the ORGANIZATION agrees as follows:

(1) The ORGANIZATION will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The ORGANIZATION 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, sexual orientation, gender identity, or national origin. 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. The ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The ORGANIZATION will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the ORGANIZATION contracting officer, advising the labor union or workers' representative of the ORGANIZATION's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The ORGANIZATION will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The ORGANIZATION will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting ORGANIZATION and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the ORGANIZATION's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract

may be canceled, terminated or suspended in whole or in part and the ORGANIZATION 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.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ORGANIZATION will take such action with respect to any subcontract or purchase order as the administering ORGANIZATION may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however*, that in the event the ORGANIZATION becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the ORGANIZATION may request the United States to enter into such litigation to protect the interests of the United States.

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HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE

ORGANIZATION NAME: XYZ Foundation, Inc.

PROGRAM NAME: _____

ORGANIZATION CIVIL RIGHTS STATUS

All responding ORGANIZATIONS are requested to carefully review the following questions and provide responses as it relates to the ORGANIZATION'S own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the ORGANIZATION'S Affirmative Action Plan or Program (If not submitted within the past twelve (12) months).

2. Workforce Analysis by race/sex and EEO category.

3. If the ORGANIZATION receives federal/state/local funding, please list source and dollar amount.

4. Name of person designated as EEO representative.

5. Is the ORGANIZATION receptive to on-site reviews?

6. Does the ORGANIZATION have a procedure for resolving discrimination complaints?

7. Has the ORGANIZATION been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?

8. Does the ORGANIZATION anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.

9. Please provide a copy of the ORGANIZATION'S Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past 12 months).

*A written Affirmative Action Plan or Program is required if the ORGANIZATION has 15 or more employees. If the ORGANIZATION has fewer than 15 employees, then an Affirmative Action Policy Statement is required.

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.

2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.

3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

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EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

ORGANIZATION: XYZ Foundation, Inc.

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL												
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTAL												

***JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.**

(DO NOT LEAVE THIS PAGE BLANK)

HISP: HISPANIC
API: ASIAN/PACIFIC ISLANDER
AI: AMERICAN INDIAN

EXHIBIT "G"

Notice of Privacy Practices

Hillsborough County Notice of Privacy Practices

IMPORTANT: THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Hillsborough County is committed to protecting your personal health information under the HIPAA Privacy and Security Rules 45 C.F.R. §§ 164.103, 164.105. We are required by law to maintain the privacy of health information that could reasonably be used to identify you, known as "protected health information" or "PHI." We are also required by law to provide you with the attached detailed Notice of Privacy Practices ("Notice") explaining our legal duties and privacy practices with respect to your PHI.

We respect your privacy and treat all healthcare information about our patients with care under strict policies of confidentiality that our staff is committed to following at all times.

PLEASE READ THE ATTACHED DETAILED NOTICE. IF YOU HAVE ANY QUESTIONS ABOUT IT, PLEASE CONTACT Elizabeth Cardenas, OUR HIPAA PRIVACY OFFICER, AT (813) 276-2640 or CardenasE@hcfl.gov

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Detailed Notice of Privacy Practices

Purpose of This Notice: This Notice describes your legal rights, advises you of our privacy practices, and lets you know how Hillsborough County is permitted to use and disclose PHI about you.

Uses and Disclosures of Your PHI We Can Make Without Your Authorization

Hillsborough County may use or disclose your PHI *without* your authorization, or *without* providing you with an opportunity to object, for the following purposes:

Treatment. This includes such things as verbal and written information that we obtain about you and use pertaining to your medical condition and treatment provided to you by us and other medical personnel (including doctors and nurses who give orders to allow us to provide treatment to you). It also includes information we give to other healthcare personnel to whom we transfer your care and treatment, and includes transfer of PHI via radio or telephone to the hospital or dispatch center as well as providing the hospital with a copy of the written record we create in the course of providing you with treatment and transport.

Payment. This includes any activities we must undertake in order to get reimbursed for the services that we provide to you, including such things as organizing your PHI, submitting bills to insurance companies (either directly or through a third party billing company), managing billed claims for services rendered, performing medical necessity determinations and reviews, performing utilization reviews, and collecting outstanding accounts.

Healthcare Operations. This includes quality assurance activities, licensing, and training programs to ensure that our personnel meet our standards of care and follow established policies and procedures, obtaining legal and financial services, conducting business planning, processing grievances and complaints, creating reports that do not individually identify you for data collection purposes, fundraising, and certain marketing activities.

Fundraising. We may contact you when we are in the process of raising funds for Hillsborough County, or to provide you with information about our annual subscription program.

In addition, we may use your PHI for certain fundraising activities. For example, we may use PHI that we collect about you, such as your name, home address, phone number or other information, in order to contact you to raise funds for our agency. We may also share this information with another organization that may contact you to raise money on our behalf. If Hillsborough County does use your PHI to conduct fundraising activities, you have the right to opt out of receiving such fundraising communications from Hillsborough County. If you do not want to be contacted for our fundraising efforts, you should contact our HIPAA Privacy Officer, Elizabeth Cardenas, in writing, by phone, or by email. Contact information for our HIPAA Privacy Officer is listed at the end of this Notice. We will also remind you of this right to opt out of receiving future fundraising communications every time that we use your PHI to conduct fundraising and contact you to raise funds. Hillsborough County will not condition the provision of medical care on your willingness, or non-willingness, to receive fundraising communications.

Reminders for Scheduled Transports and Information on Other Services. We may also contact you to provide you with a reminder of any scheduled appointments for non-emergency ambulance and medical transportation, or for other information about alternative services we provide or other health-related benefits and services that may be of interest to you.

Hillsborough County is also permitted to use or disclose your PHI *without* your written authorization in situations including:

- For the treatment activities of another healthcare provider.
- To another healthcare provider or entity for the payment activities of the provider or entity that receives the information (such as your hospital or insurance company).
- To another healthcare provider (such as the hospital to which you are transported) for the healthcare operations activities of the entity that receives the information as long as the entity receiving the information has or has had a relationship with you and the PHI pertains to that relationship.
- For healthcare fraud and abuse detection or for activities related to compliance with the law.
- To a family member, other relative, or close personal friend or other individual involved in your care if we obtain your verbal agreement to do so or if we give you an opportunity to object to such a disclosure and you do not raise an objection. We may also disclose health information to your family, relatives, or friends if we infer from the circumstances that you would not object. For example, we may assume that you agree to our disclosure of your personal health information to your spouse when your spouse has called the ambulance for you. In situations where you are incapable of objecting (because you are not present or due to your incapacity or medical emergency), we may, in our professional judgment, determine that a disclosure to your family member, relative, or friend is in your best interest. In that situation, we will disclose only health information relevant to that person's involvement in your care. For example, we may inform the person who accompanied you in the ambulance that you have certain symptoms and we may give that person an update on your vital signs and treatment that is being administered by our ambulance crew.
- To a public health authority in certain situations (such as reporting a birth, death or disease, as required by law), as part of a public health investigation, to report child or adult abuse, neglect or domestic violence, to report adverse events such as product defects, or to notify a person about exposure to a possible communicable disease, as required by law.
- For health oversight activities including audits or government investigations, inspections, disciplinary proceedings, and other administrative or judicial actions undertaken by the government (or their contractors) by law to oversee the healthcare system.
- For judicial and administrative proceedings, as required by a court or administrative order, or in some cases in response to a subpoena or other legal process.
- For law enforcement activities in limited situations, such as when there is a warrant for the request, or when the information is needed to locate a suspect or stop a crime.
- For military, national defense and security and other special government functions.
- To avert a serious threat to the health and safety of a person or the public at large;
- For workers' compensation purposes, and in compliance with workers' compensation laws.
- To coroners, medical examiners, and funeral directors for identifying a deceased person, determining cause of death, or carrying on their duties as authorized by law.
- If you are an organ donor, we may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation, or to an organ donation bank, as necessary to facilitate organ donation and transplantation; and
- For research projects, but this will be subject to strict oversight and approvals and health information will be released only when there is a minimal risk to your privacy and adequate safeguards are in place in accordance with the law.

Uses and Disclosures of Your PHI That Require Your Written Consent

Any other use or disclosure of PHI, other than those listed above, will only be made with your written authorization (the authorization must specifically identify the information we seek to use or disclose, as well as when and how we seek to use or disclose it). Specifically, we must obtain your written authorization before using or disclosing your: (a) psychotherapy notes, other than for the purpose of carrying out our own treatment, payment or health care operations purposes, (b) PHI for marketing when we receive payment to make a marketing communication; or (c) PHI when engaging in a sale of your PHI. **You may revoke your authorization at any time, in writing, except to the extent that we have already used or disclosed medical information in reliance on that authorization.**

Your Rights Regarding Your PHI

As a patient, you have a number of rights with respect to your PHI, including:

Right to access, copy or inspect your PHI. You have the right to inspect and copy most of the medical information that we collect and maintain about you. Requests for access to your PHI should be made in writing to our HIPAA Privacy Officer. In limited circumstances, we may deny you access to your medical information, and you may appeal certain types of denials. We have available forms to request access to your PHI, and we will provide a written response if we deny you access and let you know your appeal rights. If you wish to inspect and copy your medical information, you should contact Elizabeth Cardenas, our HIPAA Privacy Officer.

We will normally provide you with access to this information within 30 days of your written request. If we maintain your medical information in electronic format, then you have a right to obtain a copy of that information in an electronic format. In addition, if you request that we transmit a copy of your PHI directly to another person, we will do so provided your request is in writing, signed by you (or your representative), and you clearly identify the designated person and where to send the copy of your PHI.

We may also charge you a reasonable cost-based fee for providing you access to your PHI, subject to the limits of applicable state law.

Right to request an amendment of your PHI. You have the right to ask us to amend protected health information that we maintain about you. Requests for amendments to your PHI should be made in writing and you should contact Elizabeth Cardenas, our HIPAA Privacy Officer if you wish to make a request for amendment and fill out an amendment request form.

When required by law to do so, we will amend your information within 60 days of your request and will notify you when we have amended the information. We are permitted by law to deny your request to amend your medical information in certain circumstances, such as when we believe that the information you have asked us to amend is correct.

Right to request an accounting of uses and disclosures of your PHI. You may request an accounting from us of disclosures of your medical information. If you wish to request an accounting of disclosures of your PHI that are subject to the accounting requirement, you should contact Elizabeth Cardenas, our HIPAA Privacy Officer and make a request in writing.

You have the right to receive an accounting of certain disclosures of your PHI made within six (6) years immediately preceding your request. But, we are not required to provide you with an accounting of disclosures of your PHI: (a) for purposes of treatment, payment, or healthcare operations; (b) for disclosures that you expressly authorized; (c) disclosures made to you, your family or friends, or (d) for disclosures made for law enforcement or certain other governmental purposes.

Right to request restrictions on uses and disclosures of your PHI. You have the right to request that we restrict how we use and disclose your medical information for treatment, payment or healthcare operations purposes, or to restrict the information that is provided to family, friends and other individuals involved in your healthcare. However, we are only required to abide by a requested restriction under limited circumstances, and it is generally our policy that we will not agree to any restrictions unless required by law to do so. If you wish to request a restriction on the use or disclosure of your PHI, you should contact Elizabeth Cardenas, our HIPAA Privacy Officer and make a request in writing.

Hillsborough County is required to abide by a requested restriction when you ask that we not release PHI to your health plan (insurer) about a service for which you (or someone on your behalf) have paid Hillsborough County in full. We are also required to abide by any restrictions that we agree to. Notwithstanding, if you request a restriction that we agree to, and the information you asked us to restrict is needed to provide you with emergency treatment, then we may disclose the PHI to a healthcare provider to provide you with emergency treatment.

A restriction may be terminated if you agree to or request the termination. Most current restrictions may also be terminated by Hillsborough County as long we notify you. If so, PHI that is created or received after the restriction is terminated is no longer subject to the restriction. But, PHI that was restricted prior to the notice to you voiding the restriction must continue to be treated as restricted PHI.

Right to notice of a breach of unsecured protected health information. If we discover that there has been a breach of your unsecured PHI, we will notify you about that breach by first-class mail dispatched to the most recent address that we have on file. If you prefer to be notified about breaches by electronic mail, please contact Elizabeth Cardenas, our HIPAA Privacy Officer, to make Hillsborough County aware of this preference and to provide a valid email address to send the electronic notice. You may withdraw your agreement to receive notice by email at any time by contacting the Privacy Officer.

Right to request confidential communications. You have the right to request that we send your PHI to an alternate location (*e.g.,* somewhere other than your home address) or in a specific manner (*e.g.,* by email rather than regular mail). However, we will only comply with reasonable requests when required by law to do so. If you wish to request that we communicate PHI to a specific location or in a specific format, you should contact Elizabeth Cardenas, our HIPAA Privacy Officer and make a request in writing.

Internet, Email and the Right to Obtain Copy of Paper Notice

If we maintain a web site, we will prominently post a copy of this Notice on our web site and make the Notice available electronically through the web site. If you allow us, we will forward you this Notice by electronic mail instead of on paper and you may always request a paper copy of the Notice.

Revisions to the Notice

Hillsborough County is required to abide by the terms of the version of this Notice currently in effect. However, Hillsborough County reserves the right to change the terms of this Notice at any time, and the changes will be effective immediately and will apply to all PHI that we maintain. Any material

changes to the Notice will be promptly posted in our facilities and on our web site, if we maintain one. You can get a copy of the latest version of this Notice by contacting Elizabeth Cardenas our HIPAA Privacy Officer.

Your Legal Rights and Complaints

You also have the right to complain to us, or to the Secretary of the United States Department of Health and Human Services, if you believe that your privacy rights have been violated. You will not be retaliated against in any way for filing a complaint with us or to the government.

Should you have any questions, comments or complaints, you may direct all inquiries to Elizabeth Cardenas, our HIPAA Privacy Officer. Individuals will not be retaliated against for filing a complaint.

If you have any questions or if you wish to file a complaint or exercise any rights listed in this Notice, please contact:

Elizabeth Cardenas
HIPAA Privacy Officer
601 E. Kennedy Blvd
Tampa, FL 33602
(813) 276-2640
CardenasE@hcfl.gov

Effective Date of the Notice: June 1, 2017.

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