HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, May 20, 2025
9:15 AM
600 S. Commerce Ave. Sebring, FL 33870

1. ADDENDUM TO THE REGULAR AGENDA OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

2. REGULAR SESSION BEGINS AT 9:00 A.M.

3. CONSENT AGENDA:

3.A *Request approval of the Purchase Agreement between Central Florida Behavioral Health Network, Inc., and Highlands County.*
Sherry G. Sutphen, County Attorney
The fiscal impact to Fund 005 (General) in the amount of $894,927.00 will be appropriated in cost center 5103 (Mental Health), account 53442Z (Substance Abuse Treatment Proj.), Project 23053 (Opioid Settlement Funds).
Statement of Issue.pdf
2025-05-15 am 1015 Bakas Clean Highlands Purchase Agreement - Revised Remedies (2025.05.15).pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 20, 2025**

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request approval of the Purchase Agreement between Central Florida Behavioral Health Network, Inc., and Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Purchase Agreement between Central Florida Behavioral Health Network, Inc., and Highlands County.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) in the amount of $894,927.00 will be appropriated in cost center 5103 (Mental Health), account 53442Z (Substance Abuse Treatment Proj.), Project 23053 (Opioid Settlement Funds).

Attachments: Statement of Issue.pdf
Attachments: 2025-05-15 am 1015 Bakas Clean Highlands Purchase Agreement - Revised Remedies (2025.05.15).pdf

STATEMENT OF ISSUE

On December 17, 2024, the Board approved Resolution No. 24-25-050 to appropriate Opioid Settlement Funds received from the State of Florida. In accordance with the approval of said Resolution, the County must enter into a Purchase Agreement with Central Florida Behavioral Network, which has been designated by the State of Florida as the Managing Entity of the Opioid Settlement Regional Fund. The attached Agreement effectuates the disbursement of $894,927.00 in the Regional Fund allocation for years one and two.

Purchase Agreement #PK295

Between

Central Florida Behavioral Health Network, Inc.

And

Highlands County

THIS AGREEMENT "Agreement" is entered into by and between CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC., hereinafter referred to as "CFBHN" or the "Managing Entity" and HIGHLANDS COUNTY , hereinafter referred to as the "Contractor", (Managing Entity and Contractor shall be jointly referred to herein as the "Parties").

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

1. General Description

The Department of Children and Families (DCF) requires that CFBHN enter into agreements with non-qualified counties under the Florida Opioid Allocation and Statewide Response Agreement, executed November 15, 2021.

Per DCF, "According to the Florida Opioid Allocation and Statewide Response Agreement between Local Governments and the Office of the Attorney General, opioid settlement funds may only be used for approved purposes, which include, but are not limited to, all of the opioid-related prevention, treatment, and recovery support services and opioid abatement strategies listed in Schedule A (Core Strategies) and Schedule B (Approved Uses) from Florida Opioid Allocation and Statewide Response Agreement. Local Governments may choose from the approved uses in Schedule B, but priority must be given to the core strategies in Schedule A."

The Florida Opioid Allocation and Statewide Response Agreement, along with the accompanying schedules, can be found on the following website: https://nationalopioidsettlement.com/states/florida/.

2. Service Tasks

The Contractor shall use the non-qualified funding for approved purchases as outlined in **Section 1**. The Contractor shall use the Florida Opioid Implementation and Financial Reporting System (FOIFRS) as the platform for submitting Implementation Plans, Financial Reports, and service records. This system can be accessed through the following website: www.FloridaOpioidSettlement.com.

3. Method of Payment

a. This is a fixed price Agreement. CFBHN shall pay the Contractor in accordance with the conditions of this Agreement, a total amount not to exceed **$289,646 for FY 24-25 and $605,281 in carry forward funding from FY 23-24**, subject to the availability of funds, as follows:

i. The Contractor must obtain access to Carisk and follow Carisk procedures.

Submit an invoice in Carisk for $870,789.83 by June 1, 2025. Payment will be released within 5 business days of invoice submission.

ii. $24,137.17 by August 15, 2025. The Contractor will submit an invoice in Carisk by July 10th, to have $24,137.17 payment released by August 15, 2025.

   b. CFBHN may require any other information from the Contractor that it deems necessary to verify performance of the Contractor under the Purchase Agreement.

   c. CFBHN reserves the right to request supporting documentation at any time after the invoice has been submitted.

4. **Contract Deliverables**

   a. Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

   b. All deliverables and related tasks must be completed 100% as specified. This includes the requirement to submit an Annual Plan otherwise known as an Implementation Plan that outlines how the funds will be used in accordance with Schedule A and/or B of the Opioid Settlement Agreement. Failure to satisfactorily complete or submit a deliverable in the time and manner specified may result in a corrective action plan, withholding of payment, or issuance of financial sanctions or penalties.

5. **Contractor Information**

   a. **ANNUAL APPROPRIATIONS:** CFBHN's obligation to pay under this contract is contingent upon an annual appropriation by the legislature.

   b. **BACKGROUND SCREENING:** The Contractor shall comply with the staffing qualifications and requirements (including background screening), required by this Agreement and as required by applicable law, rule, or regulations, including without limitation, the regulations of the Department.

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

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

      Substance Abuse: The Contractor shall ensure compliance with background screening in accordance with Section 397.4073, F.S. This statute requires employment screening for:

i. Owners, directors, chief financial officers and clinical supervisors of service providers.

ii. All service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled.

iii. All peer specialists who have direct contact with individuals receiving services are screened in accordance with Section 397.417(4), F.S.

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

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

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

d. **DATA SECURITY:** The Subcontractor shall comply with the following data security requirements:

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

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

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

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

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

e. FEDERAL LAW:

i. The Contractor shall comply with the applicable provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

ii. If this Agreement contains $10,000 or more of Federal Funds, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

iii. If this Agreement contains over $150,000 of Federal Funds, the Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Contractor shall report any violations of the above to the Department. The Contractor agrees to include these requirements in this subsection in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

iv. No Federal Funds received in connection with this Agreement may be used by the Contractor, or agent acting for the Contractor, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of $100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Agreement.

v. If this Agreement provides services to children up to age 18, the Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. If the Contractor is a federal subrecipient or pass-through entity, then the Contractor and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

vii. If the Contractor is a federal subrecipient or pass through entity, the Contractor and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Contractor's subcontractor is determined to be a subrecipient, the Contractor must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

f. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

g. **INDEMNIFICATION:** The Contractor shall be fully liable to the extent permitted by law for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CFBHN, the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided however that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CFBHN or the Department.

Further, the Contractor shall, without exception, and to the extent permitted by law, indemnify and hold harmless CFBHN and the Department, and their employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to, or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right, information technology used or accessed by the Contractor, or article manufactured or used by the Contractor, its officers, agents, or Contractors in the performance of this Agreement or delivered to CFBHN or the Department for the use of CFBHN or the Department, its employees, agents, or contractors.

Further, the Contractor shall protect, defend, and indemnify, to the extent permitted by law including attorneys' fees, costs, and expenses, CFBHN and the Department for any and all claims and litigation (including litigation initiated by CFBHN or the Department) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding CFBHN or the Department negligent shall excuse the provider of performance under this provision, in which case CFBHN or the Department shall have no obligation to reimburse the Contractor for the cost of their defense. If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Department shall only be to the extent permitted by law and without waiving the right to or limits of sovereign immunity. The provisions of this Section are in no way intended for the benefit of any third parties.

h. **INDEPENDENT CONTRACTOR:** In performing its obligations under this Agreement, the Contractor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of CFBHN or the Department. Neither the Contractor nor any of its agents, employees, Contractors or assignees shall represent to others that it is an agent of or has the authority to bind CFBHN or the Department by virtue of this Agreement.

i. **LAW AND VENUE:** This Agreement is executed and entered in the State of Florida and will be construed, performed, and enforced in all respects in accordance with Florida law, excluding Florida provisions for conflict of laws, and applicable Federal law. Venue for any action regarding this Agreement shall be in Highlands County, Florida.

j. **PUBLIC ENTITY CRIMES:** Chapter 287.133(2)(a) states: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

k. **PUBLIC RECORDS:** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S. as prescribed by Subsection 119.07(1) F.S., made or received by the Contractor in conjunction with this Agreement except those public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of this Agreement for which CFBHN may unilaterally terminate this Agreement.

The Contractor shall retain all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of this Agreement or longer when required by law. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this

Agreement.

l. SCRUTINIZED COMPANIES: The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., CFBHN will immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement. CFBHN will terminate this Agreement at any time the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. SPONSORSHIP AND PUBLICITY: The Contractor and partners shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Highlands County, Central Florida Behavioral Health Network, Inc., and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" and "Central Florida Behavioral Health Network, Inc." shall appear in the same size letters or type as the name of the organization.

n. TERMINATION: Termination at Will. Either party may terminate this Agreement upon at least thirty (30) days prior written notice to the other party. In a termination at will by a party, the other party shall not be liable for costs of termination or damages incurred by the party giving notice of termination at will or by any of its subcontractors. In a termination at will by a party, the party giving notice of termination at will shall not be liable for costs of termination or damages incurred by the other party or by any of its subcontractors.

i. Termination for Lack of Funds. Managing Entity may terminate this Agreement upon at least twenty-four (24) hours prior written notice to Contractor if Managing Entity has not received funds from the Department for the services for which Contractor is requesting payment or for any services to be provided under this Agreement.

ii. Termination for Cause. Upon the Managing Entity's knowledge of a material breach by Contractor, Managing Entity shall either:

1. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if Contractor does not cure the breach or end the violation within the time specified by Managing Entity;
2. Immediately terminate this Agreement or discontinue access to PHI if Contractor breached a material term of this Agreement and does not end the violation; or
3. If neither termination nor cure is feasible, Managing Entity shall report the violation to the Department of Children and Families and Secretary of the Department of Health and Human Services.

viii. Additional Breaches. Breaches by Contractor include the following items:

1. If Contractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Contractor's ability to perform the services under this Agreement.
2. If Contractor (or its officers or directors) is convicted of or pleads guilty, no contest, or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
3. If the Contractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed within one hundred twenty (120) days after the commencement thereof.
4. If Contractor commits any other material breach of this Agreement.

ix. Immediate Termination. Managing Entity may immediately terminate this Agreement for cause, if any time during the lifetime of the Agreement, the Contractor is:

1. Found to have submitted a false certification under s. 287.135, F.S., or
2. Is placed on the Scrutinized Companies with Activities in Sudan List or
3. Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
4. Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

x. Remedies for Breach. In addition to all other remedies included in this Agreement, Contractor shall, at a minimum, be liable to Managing Entity for all foreseeable damages Managing Entity incurs as a result of Contractor’s violation or breach of this Agreement. This includes without limitation any costs incurred to remediate defects in Contractor’s services and/or the additional expenses to complete Contractor’s services beyond the amounts agreed to in this Agreement, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this Agreement.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

On and after any event of default, Managing Entity shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement.

In addition, Managing Entity shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Managing Entity shall have the right to offset from any amounts due to Contractor under this Agreement which Managing Entity incurs by curing an event of Contractor default. Contractor shall be liable to Managing Entity for any sanctions or penalties specifically established by law and applicable to Contractor regarding the services in this Agreement.

o. **USE OF FUNDS FOR LOBBYING PROHIBITED:** The Contractor agrees to comply with the provisions of section 216.347, Florida Statutes, which the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

6. Incorporated Documents

The Florida Opioid Allocation and Statewide Response Agreement, executed November 15, 2021, is hereby incorporated by reference.

7. Term

This Agreement shall begin on the date which it has been signed by both parties. It shall end at midnight, local time in Tampa, Florida, on **June 30, 2025**.

Section 3.a. and all remedies including indemnification in **Section 5.g.** Indemnification shall survive termination of this Agreement.

8. Sovereign Immunity

The Contractor expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Contractor for damages, attorney fees and costs, regardless of the number or nature of claims in tort, shall not exceed the dollar amount set by the Florida Legislature for tort.

To the extent required by law, the cap on the amount and liability of the Contractor for damages, attorney fees and costs, regardless of the number or nature of claims in equity or contract shall not exceed the dollar amount set by the Florida Legislature for tort.

Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Contractor which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this Agreement to be executed.

COMPANY		CONTRACTOR	
Central Florida Behavioral Health Network, Inc.		**Highlands County**	
Signature:		Signature:	
Print:	Julie Patel	Print:	Arlene Tuck
Title:	CFO	Title:	Chair
Date:	5.16.2025	Date:	