

AMENDMENT # 002

THIS AMENDMENT, entered into between **Southeast Florida Behavioral Health Network, Inc., (SEFBHN)** hereinafter referred to as the “Managing Entity” and **Martin County Board of County Commissioners**, hereinafter referred to as the “Provider,” amends agreement number **AGR72**.

The purpose of this amendment is to extend the date of this agreement through June 30, 2026 and to support this extension into FY 25/26 with \$763,637.00. Additionally, \$1,100,469.00 will be shifted from prior Fiscal Years (\$473,407.00 is being reduced from FY 23/24 and FY 24/25 is being reduced by \$627,062.00). These previous year’s reductions are unused funds which will not impact any payments already made to the Provider. Lastly, these funds will be used to support efforts described in the Martin County Implementation Plan, which will be incorporated for reference into this Agreement.

FY 23/24 will become \$1,000,000.00; FY 24/25 will become \$78,011.00; and, FY 25/26 will be added as \$1,864,106.04. The new Agreement value will become \$2,942,117.00.

1. Pages 1-6, Service Agreement, are hereby deleted in their entirety. **Revised Pages 1-6, Service Agreement**, are hereby inserted in lieu thereof, and attached hereto.

2. All changes shall begin on June 1, 2025.

IN WITNESS THEREOF, the parties hereto have caused this **1** page amendment to be executed by their undersigned officials as duly authorized.

**Martin County Board of County
Commissioners**

**Southeast Florida Behavioral Health
Network, Inc.**

Signed by: _____

Name: _____ Don Donaldson

_____ Ann M. Berner

Title: _____ County Administrator

_____ Chief Executive Officer

Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-600743

Provider FY Ending Date: 09/30

SERVICE AGREEMENT

This Agreement, **AGR72**, between **Southeast Florida Behavioral Health Network, Inc.**, hereinafter referred to as SEFBHN, and the **Martin County Board of County Commissioners**, hereinafter referred to as the Provider, shall be effective July 1, 2023 until June 30, 2026.

A. Scope of Work to be Performed

Pursuant to the Florida Opioid Settlement Agreement, the Martin County Board of County Commissioners (MCBOCC) will utilize Non-Qualified funding to the extent allowable under the terms of the Florida Opioid Settlement Agreement, herein incorporated by reference, and available here: <https://floridaopioidsettlement.com/resources/>. Additionally, these funds will be used to support efforts described in the Martin County Implementation Plan, herein incorporated by reference. Allowable uses are found in Exhibit A and B of the Florida Opioid Settlement Agreement.

MCBOCC commits to providing the Southeast Florida Behavioral Health Network (SEFBHN) with all Memoranda of Understanding (MOUs) between MCBOCC and service providers funded through this allocation. Invoices for Non-Qualified funding will be submitted on a monthly basis utilizing the cost reimbursement invoice format and, will include supporting documentation for all payments made to providers, as outlined below.

B. Tasks

The major tasks to be performed by the Provider will encompass providing services for substance use disorder as further described in **Attachment A, Scope of Service**, herein incorporated by reference.

1. Budget and Compensation

The fees set by this Agreement are based upon the Scope of Work listed above and the Florida Opioid Settlement Agreement. The funding provided under this agreement shall not exceed the allocations stipulated in the Florida Opioid Settlement Agreement.

The **Martin County Board of County Commissioners** will receive **\$2,942,117.00 (\$1,000,000.00 for Fiscal Year 23/24; \$78,011.00 for Fiscal year 24/25; and, \$1,864,106.00 for Fiscal Year 25/26)**, for services rendered in accordance with the Florida Opioid Settlement Agreement and the terms of this Agreement. These funds will be released on a cost reimbursement basis for Non-Qualified County Services funding, as noted on the **Statement of Funding**, herein incorporated by reference.

Attachment A: Cost Reimbursement Invoice, herein incorporated by reference, must be submitted to SEFBHN and include purpose and description of the services delivered during the Agreement period. Properly completed and approved cost

SERVICE AGREEMENT

reimbursement invoices are due by the 10th of each month. Payments will be released thereafter.

2. Data Collection

Pursuant to the Florida Opioid Settlement Agreement, all recipients of settlement funds are required to submit comprehensive data and reports to ensure transparency and accountability. This includes the submission of annual implementation plans and quarterly financial expenditure reports through the Opioid Data Management System (ODMS). The data must be accurate, complete, and submitted in a timely manner to facilitate effective monitoring and evaluation of the funded programs. Compliance with these reporting requirements is essential to demonstrate the impact and effectiveness of the opioid abatement strategies.

3. Memorandums of Negotiations with Network Service Providers

For any Network Service Providers accessing these funds via the Martin County Board of County Commissioners, a copy of the Memorandum of Understanding (or other named subcontract/agreement) must be shared with Southeast Florida Behavioral Health Network, Inc.

C. Terms and Conditions

Any changes to dates and fees must be submitted and approved by SEFBHN. If circumstances arise that will require additional services and time, the Provider will notify SEFBHN and obtain written agreement prior to undertaking such activities. The Provider shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

D. Business Associates

Pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "**HIPAA**"), SEFBHN is required to protect certain individually identifiable health or other information ("**Protected Health Information**" or "**PHI**" including, but not limited to, PHI in an electronic form). Should SEFBHN request that the Provider share or disclose Client PHI with any of the other SEFBHN designated business associates, SEFBHN shall provide the Provider with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with SEFBHN and the specific information and/or data SEFBHN desires the Provider to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to

SERVICE AGREEMENT

complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

E. Governing Law and Compliance

1. Governing Law

The validity, enforceability, and interpretation of this Agreement, including the Attachments, shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Martin County, Florida.

2. Florida Regulatory Governance

This Agreement, the Attachments and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

3. Corporate Compliance

During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

F. General Provisions

1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

SERVICE AGREEMENT

2 Public Records

- a. SEFBHN and Provider shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Provider shall:
- b. Keep and maintain public records required by the County to perform the Agreement.
- c. 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, Fla. Stat. or as otherwise provided by law.
- d. 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 Agreement term and following completion of the Agreement if SEFBHN does not transfer the records to the County.
- e. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of SEFBHN or keep and maintain public records required by the County to perform the Agreement. If the SEFBHN transfers all public records to the County upon completion of the Agreement, the SEFBHN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SEFBHN keeps and maintains public records upon completion of the Agreement, the SEFBHN 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.
- f. **Chapter 119**

(1) IF SEFBHN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SEFBHN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

(2) IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OR CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE

SERVICE AGREEMENT

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MS. MELISSA MCINTURFF AT (561) 203-2485, OR BY EMAIL AT MELISSA.MCINTURFF@SEFBHN.ORG, OR BY MAIL AT: SEFBHN, 8895 NORTH MILITARY TRAIL, SUITE E-102, PALM BEACH GARDENS, FL 33410.

- g. Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

3. Severability

The illegality, unenforceability or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 4. The following Attachments are incorporated into this Agreement by reference:

- a. **Attachment A: Scope of Services**

- b. **Statement of Funding**

5. Authority to Bind

By signature below, each signatory represents and warrants that such person is duly-authorized to enter into this Agreement on the respective Party's behalf, and is duly authorized to bind such Party to the terms applicable to each.

6. Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted, in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

7. Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so

SERVICE AGREEMENT

executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in the Notice section. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

8. Entire Agreement

This Agreement, including the Attachments A and B hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement to be effective as of the Effective Date.

THE MARTIN COUNTY BOARD
OF COUNTY COMMISSIONERS

SOUTHEAST FLORIDA
BEHAVIORAL HEALTH
NETWORK, INC.

Signed by:	ORIGINAL ON FILE	ORIGINAL ON FILE
Name:	Don Donaldson	Ann M. Berner
Title:	County Administrator	Chief Executive Officer
Date:	ORIGINAL ON FILE	ORIGINAL ON FILE

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN):	59-6000743	Provider FY Ending Date:	09/30
----------------------------	------------	--------------------------	-------

Certification Regarding Eligibility to Contract

- A.** The Managing Entity shall not subcontract for Behavioral Health Services with any person or entity which:
1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, F.S.;
 2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
 3. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
 4. Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or
 5. Is ineligible for contracting pursuant to the standards in s. 215.473(2), F.S.
- B.** Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate the subcontract for cause, if at any time during the lifetime of the subcontract, the Provider 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.
- C.** The undersigned certifies their agency is qualified and eligible to enter into or maintain a contract with the Managing Entity and none of the criteria listed for disqualification or termination have been met:

Signature

Don Donaldson

Name of Authorized Individual

Date

AGR72-002

**Application or Contract
Number**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

A. Instructions

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Southwest Florida Behavioral Health Network ("ME") cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the ME at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the ME's assigned Compliance Administrator for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The ME may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the ME contract file. Subcontractor's certification must be kept at the provider's business location.

B. Certification

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Martin County Board of County
Commissioners

Company

Date

County Administrator

Title

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

A. 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.

B. 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.

<hr/> Signature
<hr/> Don Donaldson
<hr/> Name of Authorized Individual
<hr/> Martin County Board of County Commissioners
<hr/> Name of Organization
<hr/> 435 Southeast Flagler Avenue Stuart, Florida 34994
<hr/> Address of Organization

<hr/> Date
<hr/> AGR72-002
<hr/> Application or Contract Number

INCORPORATED DOCUMENT

Cost Reimbursement Invoice

PROVIDER NAME: Martin County Board of County Commissioners
ADDRESS: 435 Southeast Flagler Avenue, Stuart, FL 34994
FEDERAL ID #: 59-600743
AGREEMENT #: AGR72
CIRCUIT: 19

PERIOD COVERED BY THIS REPORT: _____

FY 25/26 BUDGET SUMMARY	TOTAL AGREEMENT	C19 AMENDED AMT	TOTAL EXPEND.	EXPENDITURES
	AMOUNT FOR C19	DATE: Amend #002 Effective Date	THIS REPORT	YEAR TO DATE
EXPENSES				
Salaries	\$0.00	\$0.00		
Fringe Benefits	\$0.00	\$0.00		
Building Occupancy	\$0.00	\$0.00		
Professional Services	\$0.00	\$0.00		
Travel	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00		
Subcontracted Services	\$0.00	\$0.00		
Operating Supplies and Expenses	\$0.00	\$0.00		
GRAND TOTAL =	\$0.00	\$0.00	\$0.00	\$0.00
AMOUNT OF FUNDS REQUESTED				

FOR PROVIDER AGENCY USE ONLY: I CERTIFY THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE PURPOSE OF THIS AGREEMENT		FOR INTERNAL USE ONLY:	
SIGNATURE OF PROVIDER AGENCY OFFICIAL		DATE INVOICE RECEIVED	
TITLE		DATE GOODS/SERVICES RECEIVED	
DATE		DATE INSPECTED AND APPROVED	
PHONE		APPROVED BY	
		TITLE / DATE	

STATEMENT OF FUNDING

Provider Name:	Martin County Board of County Commissioners
Contract Number:	AGR72 (07/01/23-06/30/26)
Circuit	19 (Amendment 002)

FUNDING DETAIL						FY23/24	FY24/25	FY25/26	Grand Total
OCA	Program Type	Fund Code	Circuit	Description	Start Dates	7/1/2023	7/1/2024	7/1/2025	
					End Dates	6/30/2024	6/30/2025	6/30/2026	
MSONQ	SA	DCF	19	ME Opioid Trust Fund Non-Qualified Counties		\$ 1,000,000.00	\$ 78,011.00	\$ 763,637.00	\$ 1,841,648.00
MSONQ-CF	SA	DCF	19	ME Opioid Trust Fund Non-Qualified Counties	CARRY FORWARD			\$ 1,100,469.00	\$ 1,100,469.00
TOTAL	SA					\$ 1,000,000.00	\$ 78,011.00	\$ 1,864,106.00	\$ 2,942,117.00

COVERED SERVICE RATES					FY23/24	FY24/25	FY25/26
Covered Service/Project Codes	Program Type	Fund Code	Circuit	Description and Current Year Eligible OCAs			
B3	SA	DCF	19	Cost Reimbursement MSONQ MSONQ CF	\$ 1.00	\$ 1.00	\$ 1.00