

**MEMORANDUM** Manatee County Board of County Commissioners



To: Vicki Tessmer, Supervisor **2/13/18**  
 Board Records

From: Chris Daley, CPPO, CPPB- Buyer Manager *CD*

Date: **January 25, 2018**

Subject: Contract Document:  
 First Step of Sarasota, Inc.

RFP 18-R067458CD: Opioid Focused Recovery Peer  
 Coaching Services- Pilot Program

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Please accept the attached executed Agreement for the Opioid Focused Recovery Peer Coaching Services- Pilot Program in accordance with the RFP 18-R067458CD. This executed attached Agreement is authorized by Chapter 2-26 of the Manatee County Code and pursuant to the Purchasing Division's Administrative Standards and Procedures Manual.

**Please send a confirmation of the Recording to:**

- Chris Daley, Purchasing

Thank you. If you require additional information, please call me at extension 3048.


/cd

Attachments to Board Records only: (signed and dated: 1/25/2018)

- 1) Award Confirmation
- 2) Contract Document

Financial Management Department  
 Procurement Division  
 1112 Manatee Avenue West, Suite 803  
 Phone number: (941) 749-3014

# MANATEE COUNTY GOVERNMENT INTENT TO NEGOTIATE

<b>SUBJECT</b>	Opioid Focused Recovery Peer Coaching Services- Pilot Program	<b>DATE POSTED</b>	MC <u>12/15/17 G.B.</u> DS <u>12/15/17 G.B.</u> CC _____
<b>PURCHASING REPRESENTATIVE</b>	Chris Daley-CPPO, CPPB, 749-3048	<b>DATE CONTRACT SHALL BE AWARDED</b>	Upon completion of Successful Negotiations
<b>DEPARTMENT</b>	Neighborhood Services Department	<b>CONSEQUENCES IF DEFERRED</b>	None
<b>SOLICITATION</b>	RFP 18-R067458CD	<b>AUTHORIZED BY DATE</b>	Theresa Webb, CPPO, CPPB, CPSM, C.P.M., Procurement Official 

## NOTICE OF INTENT TO NEGOTIATE

Notice of Intent to Negotiate with First Step of Sarasota, Inc., Sarasota, FL to provide an Opioid Focused Recovery Peer Services-Pilot Program for the Neighborhood Services Department. 12/15/17

## ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.

Manatee County Code of Laws

## BACKGROUND/DISCUSSION

### PROJECT BACKGROUND:

The County requested proposals from qualified Proposers for the provision of Opioid Focused Recovery Peer Coaching Services- Pilot Program (Program) for the Neighborhood Services Department as one of the many strategies necessary to reduce the opioid-overdose rate in Manatee County, an issue designated as a State of Emergency by the State of Florida on May 9, 2017 and a National Emergency by the White House on August 11, 2017.

The intent of this RFP is to contract with one or more eligible and qualified providers, to deliver these services to address an emergent public health issue.

### SOLICITATIONS:

The RFP was advertised on October 17, 2017 on the Manatee County website, DemandStar, and was also provided to the Manatee County Chamber of Commerce for release to its members. (4) proposals were received from:

The Center for Progress and Excellence, Inc., Fort Meyers, FL  
 First Step of Sarasota, Inc., Sarasota, FL  
 Genesis Health Services, Inc., Bradenton, FL  
 Rodney Allen & Associates, LLC, Palmetto, FL

<b>ATTACHMENTS</b> (List in order of attached)	Evaluation Scoring Summary	<b>FUNDING SOURCE</b> (Acct Number & Name)	<input checked="" type="checkbox"/> Funds Verified <input type="checkbox"/> Insufficient Funds
<b>COST</b>	\$500,000	<b>AMT/FREQ OF RECURRING COSTS</b> (Attach Fiscal Impact Statement)	N/A

**EVALUATION COMMITTEE (VOTING) MEMBERS:**

Joshua Barnett, health Care Services Manager, Neighborhood Services Department  
Kim Stroud, Health Benefits Manager, Human Resources Department  
Dr. Jennifer Bencie, MD Administrator, Manatee County Health Department

**Non-Voting Staff Attending:**

Chris Daley- **Committee Facilitator**-Buyer Manager, Financial Management Department  
Cheri Coryea- **Advisor**, Director, Neighborhood Services Department  
Steve Jorgenson- **Technical Advisor**- Director of Contracts, Central Florida Behavioral Health Network  
Carrie Hartes- **Technical Advisor**- Contracts Department, Central Florida Behavioral Health Network

**EVALUATION RESULTS:** The Evaluation Committee convened on November 21, 2017 for the discussion of the proposals and a review of evaluation committee requirements. The discussions included a review of each of the responsive and responsible proposals against the evaluation criteria.

During this meeting, the Evaluation Committee determined that the following proposers would be invited to provide oral presentations to obtain clarifications of their proposals:

The Center for Progress and Excellence, Inc., Fort Meyers, FL  
First Step of Sarasota, Inc., Sarasota, FL  
Genesis Health Services, Inc., Bradenton, FL

The Evaluation Committee convened on November 29, 2017 to provide for the Oral Interview from each firm to demonstrate their full understanding of the Program and to the following inquiries:

- Brief introduction of the proposing company and key personnel assigned to the project
- Capacity-
  - How many customers did they expect to serve- based on their proposed budget
  - Description of identified office space, and why the space and location was preferable to facilities that they may already occupy within Manatee County
  - Additional details on proposed staffing, and how many clients could be served with their proposed staffing
  - Clarification of Health Care coverages
- Approach-
  - Timeline for implementing program (startup)
  - Details of how they would identify eligible consumers (outreach and engagement)
  - Details of how they would track, report, and validate data such as enrolled clients, service delivery, and frequency of contact
  - Details of how they would measure and report service outcomes
- Sustainability
  - Clarifications on their proposed sustainability methods, and whether they had experience with billing Medicaid
- Budget (fee proposal)
  - Clarifications and discussions regarding the various line items and associated costs in their proposed budget



The Evaluation Committee convened on December 13, 2017 for the discussion and review of each of the short-listed proposals. The discussions included a review of all the information provided in the proposal responses and oral presentations, a review of the strengths and weaknesses against all the evaluation criterion.

After deliberation and completion of the scoring form, the Evaluation Committee unanimously voted for continuing the acquisition process and determining a recommendation to the County Administrator for a single award.

First Step of Sarasota, Inc., Sarasota, FL- The firm demonstrated exceptional qualifications in their proposal. First Step of Sarasota has extensive experience dealing with substance abuse intervention, prevention, treatment, and outreach services. They presented a comprehensive project approach emphasizing their experience with the peer to peer approach for recovery oriented services, demonstrating a full understanding of the County's expectations for this pilot program, and a good implementation plan with focus on outreach efforts within the community. The firm also displayed a knowledge of opportunity to utilize Medicaid billing as an option for sustainability moving forward, a robust reporting system for tracking and validating data that was presented by their Chief Information Officer during the oral presentations, and was also the only firm to present an accurate budget proposal. This coupled with the experience of the key personnel involved with this project helped the Evaluation Committee determine that First Step of Sarasota, Inc. be recommended for award consideration.

Genesis Health Services, Inc., Bradenton, FL- This firm provided a good presentation, a good understanding of the County's needs, and a good service approach. Other favorable points were the firm's use of an existing Manatee County site and commitment to recruiting staffing from community. The firm, while believed capable of providing the services required, was ranked second overall due to the Evaluation Committee's perception that the firm's reporting approach and capability was more informal as compared to that of the top ranked firm, coupled with an inaccurate and unclear budget proposal.

The Center for Progress and Excellence, Inc., Fort Meyers, FL- This firm provided a good presentation, a good understanding of the County's needs. While this firm is growing, and has good track record in Southwest Florida for providing substance abuse services, the firm was ranked third overall due to the Evaluation Committee's perception that the firm's experience and approach was more clinical and did not align with the objectives of this RFP.

**REMAINING RESPONDENTS:** These remaining respondents, although seemingly qualified, were not selected based on a comparison of capabilities and responses received from firms selected for oral presentations:

Rodney Allen & Associates, LLC

**ESTIMATED COST OF SERVICES:** The estimated expenditure is \$500,000.

**FUNDING:** 001-0015400/ Human Svcs-Administration

*The above justifications are a generalized summary of major observations intended only to provide the County Administrator a sufficiently detailed overview of the main observations of a majority of Committee Members. Each Committee Member may have considered one or more facts or factors more or less important than the other Committee Members when voting, and this summary of the Evaluation Committee's decision is not an attempt to exhaustively describe each of the relevant factors which motivated each of the Committee Members to select the rankings described.*

The Evaluation Committee voted 3-0 to proceed with First Step of Sarasota, Inc. Sarasota, FL.

The resulting agreement will be managed by the Neighborhood Services Department.



**AGREEMENT No. 18-R067458CD**

**OPIOID FOCUSED RECOVERY PEER COACHING SERVICES-  
PILOT PROGRAM**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**FIRST STEP OF SARASOTA, INC.  
(PROVIDER)**

**AGREEMENT FOR OPIOID FOCUSED RECOVERY PEER COACHING SERVICES-  
PILOT PROGRAM**

**THIS AGREEMENT** is entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **FIRST STEP OF SARASOTA, INC.**, hereinafter referred to as the "PROVIDER", duly authorized to conduct business in the State of Florida with offices located at 4579 Northgate Court, Sarasota, FL 34234. COUNTY and PROVIDER are collectively referred to as the Parties and also individually as a Party.

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in its best interests to retain PROVIDER to render professional services as described in this Agreement for the purpose of providing an Opioid Focused Recovery Peer Coaching Services- Pilot Program.

**WHEREAS**, PROVIDER submitted a proposal in response to Request For Proposal 18-R067458CD and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code, resulting in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

PROVIDER covenants and represents to COUNTY that PROVIDER shall provide services to perform and provide an Opioid Focused Recovery Peer Coaching Services- Pilot Program as detailed in **Exhibit "A"**, "Scope of Services".

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract, and five (5) exhibits, which are as follows:

- Exhibit "A"** Scope of Services
- Exhibit "B"** Fee Rate Schedule or Task Prices
- Exhibit "C"** Affidavit of No Conflict
- Exhibit "D"** Insurance Requirements
- Exhibit "E"** Request for Payment Form

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. COMPENSATION**

- A. The total amount due by COUNTY for the services identified in **Exhibit A**, shall not exceed a total cost of **Five Hundred Thousand Dollars (\$500,000.00)** as identified in **Exhibit B** for the project. Compensation will be made to PROVIDER upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing services identified in **Exhibit A**.
- B. The deliverable payment schedule as shown on **Exhibit B**, shall be the total not-to-exceed compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- C. PROVIDER represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by COUNTY for the completion of this Agreement unless COUNTY, by way of written amendment to this Agreement, shall add additional tasks not now set forth in the Agreement.
- D. "Task," as used in this Agreement, refers to categories/groupings of services described in **Exhibit A**.

### **ARTICLE 4. AGREEMENT TERM**

- A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for the period of February 1, 2018 and ending January 31, 2019.
- B. This Agreement may be renewed by the mutual agreement of the parties for four (4) additional periods of one (1) year each. Such renewal shall be in writing, executed by the County Administrator or his/her designee and PROVIDER in the form of an Amendment.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. PROVIDER shall provide the COUNTY with an invoice which shall include all compensation due PROVIDER as of the date of the invoice and in accordance with the following:
  - 1. The Integrated Fund Accounting System (IFAS) number assigned to this Agreement will be provided to the PROVIDER, in writing, prior to the start of any work.
  - 2. Total compensation to the PROVIDER for services and reimbursable expense shall not exceed the amounts provided in Exhibit "B," Compensation and Payments.

3. The PROVIDER shall provide the COUNTY with invoices at the frequency as provided in Exhibit "B", "Fee Rate Schedule."
  4. The COUNTY agrees to pay the PROVIDER for the herein described services at a rate of compensation according to the unit rates stated in Exhibit "B," "Compensation and Payments," attached hereto and incorporated herein. And as detailed in the applicable Release Order.
  5. If any Release Order requires units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payment.
- B. All costs of providing the Scope of Services described in Exhibit "A" shall be the responsibility of the PROVIDER.
- C. Records regarding costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include the PROVIDER's general accounting records and the project records, together with supporting documents and records of the PROVIDER and all sub providers performing work on the project and all other records of the PROVIDER and sub providers considered necessary by the County for a proper audit of costs.
- D. PAYMENT
1. The COUNTY shall remit payment for each invoice within thirty (30) days after the receipt of an acceptable invoice.
  2. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).

## **ARTICLE 6. TERMINATION OF AGREEMENT:**

### **A. TERMINATION FOR DEFAULT:**

COUNTY shall have the right, by written notice to PROVIDER, to terminate this Agreement for default (Work Assignments, if applicable) if PROVIDER fails to:

1. Provide products or services that comply with the specifications herein or that fail to meet COUNTY's performance standards;
2. Deliver the supplies or perform the services within the time specified in the Work Assignments;
3. Make progress so as to endanger the overall performance of this Agreement; or



4. Perform any of the other duties set forth in this Agreement.

Prior to termination for default, COUNTY shall provide adequate written notice to PROVIDER through the County Representative as defined in Article 8.A, affording PROVIDER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of PROVIDER in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. PROVIDER shall be liable for any damage to COUNTY resulting from PROVIDER'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

In the event of termination by COUNTY for any cause, PROVIDER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by COUNTY, PROVIDER shall:

1. Stop work on the date and to the extent specified;
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
4. Continue and complete all parts of that work that have not been terminated.

**B. TERMINATION FOR CONVENIENCE:**

COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in COUNTY'S interest. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted. COUNTY Notice of Termination shall provide the PROVIDER thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments or to this Agreement in its entirety.

## **ARTICLE 7: TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, PROVIDER shall cooperate with COUNTY to assist with the orderly transfer of the services provided by PROVIDER to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require PROVIDER to perform and, if so required, PROVIDER shall perform, certain transition services necessary to shift the services of PROVIDER to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

## **ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). PROVIDER hereby assigns and transfers all rights in the Intellectual Property to COUNTY. PROVIDER further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

## **ARTICLE 9. RESPONSIBILITIES OF COUNTY**

COUNTY shall:

- A. Through its County Administrator, appoint an individual to serve as County Representative. COUNTY Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that PROVIDER is given written notice thereof.
- B. Make available at no cost to PROVIDER, information relative to the project that is useful in the performance of the Scope of Services.

- C. Give prompt notice to PROVIDER whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of PROVIDER, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay PROVIDER's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist PROVIDER. The availability and necessity of said personnel to assist PROVIDER shall be determined solely within the discretion of COUNTY.
- F. Perform activities in this Article at no cost to PROVIDER.

#### **ARTICLE 10. RESPONSIBILITIES OF PROVIDER**

PROVIDER shall:

- A. Appoint a PROVIDER's Agent with respect to the services to be performed by PROVIDER pursuant to this Agreement. PROVIDER's Agent shall have the authority without limitation, to make representations on behalf of PROVIDER, receive information, and interpret and define the needs of PROVIDER and make decisions pertinent to services covered by this Agreement. PROVIDER's Agent shall have the right, from time to time, to designate such other employees of PROVIDER's as they desire, to serve in their absence. PROVIDER reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. PROVIDER attests to this via an Affidavit of No Conflict, **Exhibit "C"**.

- F. Be entitled to rely upon that information which may be provided from time to time, from COUNTY. However, PROVIDER shall call to COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of PROVIDER's work under this Agreement. COUNTY shall, however, hold PROVIDER fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. PROVIDER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. The PROVIDER shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the PROVIDER under this Agreement. The PROVIDER shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. If the PROVIDER is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- I. The PROVIDER shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. The PROVIDER shall not sublet, assign or transfer any services under this Agreement without the written consent of the COUNTY.
- J. The COUNTY may require in writing that the PROVIDER remove from the Work any of the PROVIDER's personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on the COUNTY's use of this provision will be valid. PROVIDER shall indemnify and hold the County harmless from and against any claim by PROVIDER's personnel on account of the use of this provision.

#### **ARTICLE 11. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by COUNTY Purchasing Official. If such dispute involves the percentage of the work completed by PROVIDER, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to PROVIDER of any amount determined to be due and owing.

## **ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. PROVIDER shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. PROVIDER shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate the PROVIDER'S performance. Such materials shall also be made available to COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or PROVIDER made by any local, state or federal agency. To the extent such materials are in the possession of a third party, PROVIDER must obtain them from that third party, or certify to COUNTY why it was unable to do so. PROVIDER shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. PROVIDER shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by PROVIDER. PROVIDER shall immediately inform COUNTY if it or any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

## **ARTICLE 13. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent PROVIDER is performing services on behalf of COUNTY, PROVIDER shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. 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 PROVIDER does not transfer the records to COUNTY.

- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of PROVIDER or keep and maintain public records required by COUNTY to perform the service. If PROVIDER transfers all public records to COUNTY upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.**

#### **ARTICLE 14. INDEMNIFICATION**

PROVIDER shall indemnify and hold harmless COUNTY, its officers, employees and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROVIDER, its personnel, design professionals and other persons employed or utilized by PROVIDER in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at PROVIDER's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

#### **ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.

## **ARTICLE 16. INSURANCE**

- A. PROVIDER shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "D"**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "D"** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by PROVIDER and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

## **ARTICLE 17. LEGAL RESTRAINTS AND LIMITATIONS**

PROVIDER acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. All services rendered or performed by PROVIDER pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances.

## **ARTICLE 18. SOLICITATION OF AGREEMENT**

PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for PROVIDER, any fee, commission, percentage,

brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 19. NON-DISCRIMINATION**

PROVIDER shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

#### **ARTICLE 20. ASSIGNMENT AND SUBCONTRACTS**

COUNTY has selected PROVIDER for its stated skills and abilities, as outlined in the Request for Proposal process. PROVIDER has represented to COUNTY that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, PROVIDER shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the unlikely event PROVIDER asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, PROVIDER shall first obtain prior written approval of COUNTY. Approval to utilize any third party shall not relieve PROVIDER from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to PROVIDER as outlined in this Agreement.

#### **ARTICLE 21. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND**

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 14 above, PROVIDER shall not, without prior written consent of COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the PROVIDER, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All

terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

#### **ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for PROVIDER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 23 KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by PROVIDER and shall not be removed from the Agreement until alternate personnel acceptable to COUNTY are approved, in writing, by COUNTY:

Bob Piper, Vice President of Clinical Development

PROVIDER shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The County will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. PROVIDER shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

#### **ARTICLE 24 SUB-PROVIDERS**

It is expected that PROVIDER shall have standard in-house capability to provide all the services required by this Agreement. However, should PROVIDER find it necessary to call upon the services of sub-providers, PROVIDER shall utilize the sub-provider's fees specified in **Exhibit "B"**. PROVIDER shall also require each sub-provider to adhere to applicable provisions of this Agreement. The utilization of any sub-provider by PROVIDER shall not relieve PROVIDER from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate COUNTY to the payment of any compensation to the sub-provider or additional compensation to PROVIDER. PROVIDER is required to notify COUNTY of any replacements or additions to **Exhibit "B"** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-provider.

## **ARTICLE 25. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government, Neighborhood Services Department  
Attn: Health Care Services Manager  
1112 Manatee Avenue, Suite 5  
Bradenton, FL 34205  
Phone: (941) 749-3004

To PROVIDER: First Step of Sarasota, Inc.  
Attn: Chief Financial Officer  
4579 Northgate Court  
Sarasota, FL 34234  
Phone: (941) 552-2053

## **ARTICLE 26. PROFESSIONAL LIABILITY**

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, PROVIDER shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.

## **ARTICLE 27 RELATIONSHIP OF PARTIES**

The relationship of PROVIDER to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to PROVIDER or any of the officers, employees, personnel, agents, or sub-providers of PROVIDER any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to PROVIDER in connection with the Agreement or for debts or claims accruing to such parties. PROVIDER shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

## **ARTICLE 28. NO CONFLICT**

By accepting award of this Agreement, PROVIDER, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.



**ARTICLE 29. ETHICAL CONSIDERATIONS**

PROVIDER recognizes that in rendering the services pursuant to the provisions of this Agreement, PROVIDER is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition PROVIDER shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. PROVIDER shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

**ARTICLE 30. PUBLIC ENTITY CRIMES**

PROVIDER has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that PROVIDER comply with it in all respects prior to and during the term of this Agreement.

**ARTICLE 31. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**ARTICLE 32. HEADINGS, CONSTRUCTION**

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 33. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, PROVIDER is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect PROVIDER's normal tax liability.

PROVIDER shall be responsible for payment of federal, state, and local taxes which may be imposed upon PROVIDER under applicable law to the extent that PROVIDER is responsible for the payment of same under applicable law.

#### **ARTICLE 34. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

#### **ARTICLE 35. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

#### **ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

#### **ARTICLE 37. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

#### **ARTICLE 38. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material, design or supplied specified by PROVIDER or supplied by PROVIDER pursuant to this Agreement shall not knowingly infringe any patent or copyright, and PROVIDER shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by PROVIDER in the performance of the Professional Opioid Focused Recovery Peer Coach Services.

**ARTICLE 39 NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 40. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

**ARTICLE 41. TIME**

For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

**ARTICLE 42. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this **Agreement No. 18-R067458CD for Opioid Focused Recovery Peer Coach Pilot program** to be duly executed by their authorized representatives:

**FIRST STEP OF SARASOTA, INC.**

By: David J. Beesley, C.E.O.  
David J. Beesley, President/C.E.O.  
Print Name & Title of Above Signer

Date: 1-23-18

**Manatee COUNTY, a political subdivision of the State of FLORIDA**

By: Theresa Webb  
Theresa Webb, CPPO, CPPB, CPSM, C.P.M.  
Procurement Official

Date: 1/25/2018

## **EXHIBIT “A” – SCOPE OF SERVICES**

### **A.01 BACKGROUND INFORMATION**

The County’s Neighborhood Services Department requires a qualified Provider for the provision of an Opioid-Focused Recovery Peer Coaching Services Pilot Program (Program) for the Neighborhood Services Department. The peer coaching service is one of the many strategies necessary to reduce the opioid-overdose rate in Manatee County, an issue designated as a State of Emergency by the State of Florida on May 9, 2017 and a National Emergency by the White House on August 11, 2017.

The COUNTY ascribes to the following set of beliefs, substantiated by research, and necessary to implement this evidence-based pilot program and will require PROVIDER of recovery peer coaching services to subscribe to these basic tenets as well:

- \* Substance abuse such as misuse, dependence and addiction are treatable medical conditions where individuals do recover if provided access to care and evidence-based treatment interventions.
- \* Substance abuse is recognized as a chronic disorder characterized by anticipated setbacks that may include one-time use or more pervasive relapse. A one or two-time episode is not to be regarded as a “relapse” but an expected component of the non-linear recovery process. These episodes of setbacks and/or relapse are indicators for additional services and shall not provoke consequences that result in a reduction of service.
- \* Recovery from substance abuse such as opioid use disorders and/or substance use disorders is the expectation, not the exception. This philosophy is inherent in the belief of the County and so must be of the contracted provider.
- \* All individuals in need of any type of health services are unique and their own personal situation has both a role in their use as well as their recovery. Individualized and person-centered approaches to Peer Coaching are necessary to support each unique individual.
- \* Services must be culturally competent to reflect the diversity of Manatee County including but not limited to: ethnicity, religion, socioeconomic status, education, neighborhood, age, sexual identify, sexual orientation, and disability.
- \* Substance Use Disorders (SUD) are commonly co-morbid with mental health conditions such as depression or anxiety. Opioid Use Disorders, too, often co-occur with mental health disorders and/or physiological disorders such as pain. It is understood that illicit substance abuse is not to be equated with alcoholism and therefore should not disqualify a patient from receiving medication assisted pain management. However, non-medication and non-addictive medications should be sought initially to treat the pain as a symptom of a co-occurring psychiatric or physiological condition and be assistive in treatment, not the sole or primary treatment.
- \* Treatment of psychiatric disorders and SUDs is a priority of Manatee County Government in order to benefit the individual, their family, the community, and quality of life for the public.



\* Successful treatment begins with accessible and customer-focused service that engages the individual, and their family or friends, prioritizing their goals over the program's goals and establish mutually acceptable and realistic timeframes.

## **A.02 SCOPE**

The PROVIDER shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Program services that will meet the requirements of the COUNTY.

## **A.03 GENERAL REQUIREMENTS**

PROVIDER'S Program services shall meet and/or provide the following requirements:

- A. Be designed to establish a peer-to-peer relationship predicated on the mutual lived experience in having a substance use disorder. This shared understanding is intended to eliminate the hierarchical nature of traditional treatment and promote the Peer Coach professional as an equal partner to the Peer interested in supportive services.
- B. Peer coaches who are able to self-identify and appropriately share their lived experience in how they navigated the non-linear process of recovery from substance abuse, mutually identifying individualized resiliency and coping skills that the consumer may use to access treatment, during and following their treatment, and in their daily lives so that they may navigate (traditional and non-traditional i.e. Recreational, spiritual and social) additional resources or conflicts of each day where their drug use is decreased or eliminated.
- C. A harm reduction approach rather than abstinence focused. A harm reduction approach includes a progressive reduction in either the amount of drugs used, the frequency of drugs used, a less risky method of use, supports gradual reduction as behavioral momentum toward recovery, permitting open and honest sharing of use history to accurately track the reduction of use over time in a non-punitive manner.
- D. Peer coaching delivered primarily within community-based settings where the individuals socialize and live, not in offices, engaging natural support systems to enhance the overall effects of recovery-oriented attitudes such as hope, resiliency, self-efficacy and sober community-living.
- E. All activities performed must be consistent with the goals and objectives of the consumer as detailed in the Peer Coach Plan, which detail specific goals of the consumer focused on attainment rather than avoidance.
- F. Assist peers in organizing their time to keep appointments as well as other scheduled contacts with specific providers. This semi-structured plan will detail the individual's strengths, needs, abilities, and preferences (SNAP) that inform specific goals and objectives for each peer-to-peer interaction which may be individual, with family/friends, or delivered in closed or open group settings.
- G. Retain conflict-free and independent advocacy role inherent within best practice guidelines of Peer Coach and Peer Support services

H. Be fully compliant with:

- 1) Title II of the Americans with Disabilities Act (ADA)
- 2) 42 U.S.C. Subsection 12101 and Section 504 of the Rehabilitation Act of 1973
- 3) 29 U.S.C. Subsection 794.

#### **A.04 TARGET POPULATION/PARTICIPANT ELIGIBILITY**

Statistically, the primary at-risk subgroup of the target population at risk for opioid-overdose are between the ages of 24-45, therefore, a significant majority of the population served shall be within this age group. The PROVIDER shall operate a program that promotes access to adult (18 years and older) residents of Manatee County seeking recovery from substance use and who self-identifies a desire for opioid-abuse services. Participation shall be voluntary.

#### **A.05 RECOVERY PEER COACH REQUIREMENTS**

Requirements of recovery peer coach conducting Program services under this Agreement include:

- A. Shall be at least 21 years old, have a high school diploma or equivalent (preferably some college education).
- B. Shall self-identify their personal lived-experience of a substance use disorder, ideally having received medication assisted treatment (MAT) or other formal substance use disorder treatment.
- C. Within the past three (3) years, have not: abused, misused, or trafficked legal/illicit medications or drugs, been incarcerated or psychiatrically hospitalized due to their substance use condition.
- D. Demonstrate an ability to share personal recovery experiences to develop peer-to-peer mutually beneficial and supportive relationships toward recovery.
- E. Provide non-clinical and non-clerical evidence-based peer support services, modeling recovery and individualized recovery support and wellness planning.
- F. Shall have or attain recovery peer certification training such as the CRPS certification from the State of Florida within nine (9) months of hire.
- G. Shall receive the following training provided by authorized provider, at successful Proposer's expense, within 60 days of hire and every 12 months thereafter:
  - 1) 12 hours of Motivational Interviewing training
  - 2) 4 hours of Recovery-Oriented Care Principles training over 2 days
  - 3) 4 hours of Resiliency Training

#### **A.06 RECOVERY PEER COACH SERVICE REQUIREMENTS**

Recovery Peer Coach Services include the following components:

- A. Engage Program participants in all stages of recovery (e.g., Stage of Change model) either through outreach or referral; Manatee County reserves ability to prioritize referrals.

- B. Share parts of their personal recovery story to achieve mutual partnership, support, hope, reassurance and advocacy.
- C. Enhance understanding of symptoms of substance abuse, mental illness, pain, and effects of trauma in order to develop positive coping skills
- D. Assist participants to advocate for themselves and others.
- E. Promote recovery through modeling as follows:
  - 1) Sharing personal recovery story/journey
  - 2) Display self-confidence, self-determination, and resilience
  - 3) Promote use of natural and professional resources including positive friends, family, peer groups, and community supports/activities
  - 4) Communicate personal achievements of attained recovery goals
- F. Establish a positive network of supports who have similar experiences.
- G. Assist participants to advocate for their ability to take a proactive role in treatment such as informed decision-making about treatment options, medications, and understanding of diagnoses.
- H. Identify triggers, precursors and effective responses that are contrary to the consumer's recovery goals.
- I. When requested by the consumer, accompany and actively support the consumer to advocate for their personal treatment goals within their various treatment settings, including primary care and specialty pain centers.
- J. Engage the consumer in their various treatment settings, as preferred by the individual.
- K. Facilitate open to the public peer recovery groups (no size limit).
- L. Facilitate closed [to the public] peer recovery groups for a maximum of 1:8 Peer to Consumer Ratio.
- M. Act as an advocate and professionally raise concerns and suggestions about unmet needs or treatment preferences as identified by the consumer.
- N. Locate peer-run, faith-based, and community support groups for participants [understanding Narcotics Anonymous (NA) and Alcoholics Anonymous (AA) groups may each run differently], it is important to try various groups and ones that are accepting of medication assisted treatment (MAT).
- O. Attend and/or coordinate appointments, meetings, and, if requested by participant, attend treatment sessions.
- P. Document all encounters and activities in a manner acceptable to Manatee County as detailed in Article A.10.
- Q. This Program is to engage adults (18 and older), but primarily at-risk subgroup of the target population at risk for opioid-overdose who are between the ages of 24-45. Manatee County residents who identify as either having, or at-risk for, acquiring an OUD.

- R. Insurance status or documentation of diagnosis are unnecessary however adherence to confidentiality of Health Insurance Portability and Accountability Act (HIPAA) is required. Productivity standards and documentation as outlined by this document and agency standards must be maintained.
- S. Program shall be a face-to-face intervention for ninety percent of all service delivered directly to the individual. Services may be provided in group settings. Eighty percent of face-to-face peer coach services shall occur in community locations where the person lives, socializes, receives treatment, works or attends school (not in Program staff offices).
- T. Strengths, needs, abilities, and preferences (SNAP) assessment shall be completed by the third interaction with the participant.
- U. Recovery peer coach plan (RPCP) with identified goals, objectives, and timeframes shall be completed following the SNAP assessment, at least by the fifth visit and no later than four weeks from initial contact.
- V. A minimum of two contacts per participant per week following development of RPCP.
- W. All internal peer coach training requirements and curricula shall be approved by COUNTY.
- X. Develop wellness recovery action plans (WRAP) in a strengths-based orientation inclusive of positive natural supports.

#### **A.07 OTHER SERVICE REQUIREMENTS AND LIMITATIONS**

The following service limitations shall apply to the Program:

- A. Not a transportation service unless directly related to the goals and objectives of the plan (e.g., transportation services that are inconsistent with recovery goals such as transport to grocery store, bank are not permitted).
- B. Limit of four (4) hours of Program service per person per day.
- C. Program target is to serve a minimum of 200 enrolled participants at any given time.
- D. Groups facilitated by Peer Coach have a maximum of 1:8 Coach to participant ratio.
- E. Peer coaches and staff shall attend County meetings as requested.
- F. PROVIDER shall provide the following supervision of Peer Coaches:
  - 1) Monthly individual staff (role) supervision.
  - 2) Monthly individual clinical supervision (boundaries and burnout prevention).
  - 3) Weekly group case supervision and updates.
  - 4) Daily face-to-face team meeting.
  - 5) Ensure SNAP assessments are conducted accurately by Lead Peer.
  - 6) RPCP, WRAP or Crisis Plan is approved by signature by Lead Peer.

- G. Staffing shall reflect the demographics of the population served e.g., gender, age, ethnicity, and language). It is preferred that at least 1 staff be fluent in both English and Spanish.
- H. Translation and hearing assistive services for hearing impaired or deaf Program participants shall be made available.
- I. Provide service in a non-discriminatory manner whereby all services are available to all individuals based upon their needs, regardless of their background, and without bias.
- J. The COUNTY has adopted Results First methodology of contracting to demonstrate the County's investment in service that produces performance. PROVIDER shall provide monthly data reports to demonstrate its performance with associated duties and performance outcomes. The reports will serve to substantiate prospective payment. Upon request by the COUNTY, PROVIDER shall provide additional reporting as required by COUNTY.

#### **A.08 STAFFING REQUIREMENTS AND QUALIFICATIONS**

Staffing shall minimally be comprised of the following:

- A. One (1 FTE) peer coach services director that meets the following:
  - 1) Bachelor degree in human or social services.
  - 2) Three years of work experience in substance abuse/mental health treatment, or social services.
  - 3) Is a certified peer supervisor within 6 months of hire (if training is available) through an approved agency by Manatee County; Certified Peer Specialist within 6 months of hire is preferable.
  - 4) Self-identifies with lived recovery experience, five years free from substance abuse.
  - 5) Minimally, one third of director's time is dedicated to peer coach (non-administrative/ supervisory) duties.
- B. One (0.5 FTE) administrative assistant (20 hours per week)
  - 1) High school diploma or equivalent.
  - 2) One year work experience with mental health, substance abuse, social services, or other applicable field.
- C. One (0.5 FTE) clinical supervisor (20 hours per week)
  - 1) Master's degree in psychology, rehabilitation, sociology, or similar discipline
  - 2) Twenty hours of documented substance abuse or co-occurring disorder training, or recovery-oriented treatment systems delivery or Florida substance abuse provider license recognized by the Florida Department of Children and Families, Substance Abuse and Mental Health Program Office.
  - 3) Peer Supervisor certification is preferable.
- D. Five and One-Half (5.5 FTE) of Recovery Peer Coaches
  - 1) High school diploma or equivalent, college experience preferred.

- 2) Be at least 21 years old.
- 3) Certified as a Certified Recovery Peer Specialist (CRPS) or receives certification training within nine (9) months of hire.
- 4) Peer coaches must self-identify having lived-experience of a SUD and are presently or previously in treatment for this disorder.
- 5) For a minimum of at least three (3) years: has not abused, misused, or trafficked legal and/or illicit medications or drugs, has not illegally used or abused substances, has not been incarcerated or psychiatrically hospitalized for substance abuse.
- 6) Must have an understanding of local behavioral health and community systems; recovery principles, practices, and tools; and cultural competency.
- 7) At least 3 shall each be FTE positions

### **A.09 OTHER STAFFING QUALIFICATIONS**

All staff with direct care responsibilities shall:

- A. Pass criminal background and drug test prior to hire.
- B. Possess and display the qualities of: empathy, flexibility, positive attitude, willingness to learn, and display a positive orientation for personal recovery.
- C. Peer Coach staff shall retain the ability to directly connect with the PROVIDER's executive leadership and that this leadership actively connects with peer coach staff on a regular basis, as determined by the PROVIDER.

### **A.10 TECHNICAL REQUIREMENTS**

#### **A. DOCUMENTATION**

PROVIDER shall develop and retain records for each service contact, documenting that services are consistent with the individual's personal goals. Documentation shall not be over burdensome on either the Program participant or the staff as service engagement is the priority.

The PROVIDER may elect to conduct additional documentation requirements so long as they do not distract from the objects of the peer coach services. Should alternative funding be procured, the PROVIDER will be responsible for complying with documentation requirements of the funding entity. All activities inclusive of encounters, group/individual services, frequency, duration, and scope of service shall be documented and readily accessible for review. These include:

- 1) Name and Demographics of enrolled participant
  - i. Date of Birth
  - ii. Social Security Number
  - iii. Address
  - iv. Contact Information
  - v. Natural Supports and Contact Info

- 2) Documented contacts for both engaged and enrolled participants as follows:
  - i. Date of contact
  - ii. Location of contact
  - iii. Time and Duration of contact
  - iv. Scope: Individual or Group
  - v. Data: what occurred during contact
  - vi. Intervention: what was provided as it relates to RPCP
  - vii. Plan: what does participant and/or peer coach plan to do following this service
  
- 3) Assessment: Strengths, Needs, Abilities, and Preferences
  - i. Date of development
  - ii. Person First Language
  - iii. Include the following regarding past Substance Use History of past 2 years
    - a) Substance(s): Type, Frequency of Use, Prescribed/Illicit,
    - b) Treatment history: (e.g., Marchman Act, Detox, medication, treatment types)
  
- 4) Recovery Peer Coach Plan (RPCP), informed by the SNAP Assessment, detailing:
  - i. Date of development, review, or update
  - ii. Signature approval from Peer Lead
  - iii. Goals, Objectives, and Timeframes
    - a) Maximum of four Goals for each RPCP
    - b) Updates shall be made minimally within 90 days
    - c) Goals shall be focused upon attainment, not avoidance i.e. “avoid opioids” is unacceptable and not recovery oriented
    - d) One of the 4 Goals shall be to develop either a Crisis Plan or Wellness Recovery Action Plan (WRAP)
      - (1) Stage of Change shall be identified for each Goal to track progress
      - (2) All contacts shall be documented as they relate to the RPCP
  
- 5) Crisis Plan or Wellness Recovery Action Plan (WRAP)
  - i. Dates of development, review, or update
  - ii. First person language of the participant
  - iii. Updated as needed
    - a) Emergency Department utilization, Detoxification, or Marchman Acts require review to assess effectiveness, update if indicated

PROVIDER shall obtain release of confidential information forms to enhance coordination between services and advocacy peer coach services.

## **B. REQUIRED DOCUMENTS**

### **1) SNAP-STRENGTHS, NEEDS, ABILITIES, AND PREFERENCES**

By the third (3<sup>rd</sup>) date of service, the peer coach shall document the individual participant's strengths (personal qualities to build upon in treatment), needs (that will help them achieve their treatment goals), abilities (skills they possess) and their preferences (outside involvement and learning style). This assessment is developed in collaboration with the participant, documented by the participant, whenever possible, and the approved final copy provided to the participant upon the next visit.

This assessment shall be used to inform the development of both the Recovery Peer Coach Plan (RPCP) and Wellness Recovery Action Plan (WRAP) and/or Crisis Plan.

### **2) Recovery Peer Coach Plan**

By the fifth (5<sup>th</sup>) encounter, the peer coach and participant shall have collaboratively developed a plan of how the Peer Coach shall best advocate and support the participant to achieve their goals specific to their self-identified opioid dependency or addiction. A minimum of four (4) goals shall be developed, one of which shall be to develop either a Crisis Plan or Wellness Recovery Action Plan (WRAP) for the participant to receive and utilize in events of use, cravings, acute or emergency situations, to enable self-management and coping as a result of opioid dependency or addiction. The plan shall be signed and dated by the participant, peer coach, and Peer Lead. This plan will provide the structure to inform Peer Coach services and document service activities. The date of each encounter shall be documented, a minimum of two (2) per week post development of RPCP.

### **3) CRISIS PLAN or WELLNESS RECOVERY ACTION PLAN**

A crisis plan collaboratively developed and guided by the participant to engage recovery services, redirect the participant to specific coping mechanisms, and support the participant to make positive and safe decisions during times of stress, potential or actual substance use, or other emergency situations as it relates to their substance misuse/abuse/use. WRAP is an evidence based program that has demonstrated effect to guide this process and is therefore encouraged when completed in the orientation. These plans may require review of their effectiveness following a crisis event, to review the plan itself and review its effectiveness or need for update(s). Available resources include: <http://mentalhealthrecovery.com/build-your-own-wrap-and-wrap-courses/>; Mary Ellen Copeland and Relias Academy.



## **C. MONTHLY REPORTS**

1) PROVIDER shall provide the following information to the COUNTY by the fifteenth of the month following services (ie, February services report due by the fifteenth of March):

**i. Staffing Date(s) of Completion**

- a) Date of Hire – all positions
- b) Motivational Interviewing – Peer Staff
- c) Recovery Oriented Care Principles – Peer and Clinical Staff
- d) Resiliency Training – Peer and Clinical Staff
- e) Peer Support Certification (DCF) - Peer Coach & Peer Lead staff
- f) Peer Supervisor Certification (if applicable) – Peer Lead and Clinical Supervisor

**ii. Monthly Individual Supervision by Lead Peer Director**

- a) Peer Coach Names, Dates

**iii. Monthly Individual Clinical Supervision by Clinical Supervisor**

- a) Peer Coach Names, Dates

**iv. Weekly Group Case Conference with Updates**

- a) Number of Cases Discussed, Dates
  - (1) No. of New Engagements [not enrolled] (Month/To Date)
  - (2) No. of SNAP Assessments (Month/To Date)
  - (3) No. of Approved RPCP (Month/To Date)
  - (4) No. of WRAP or Crisis Plans (Month/To Date)
  - (5) No. of Peer Facilitated Groups Open to the Public and # of Attendees (Month/To Date) Name of Facilitator
  - (6) No. of Peer Facilitated Groups Closed to the Public and # of Attendees (Month/ To Date) Name of Facilitator
  - (7) No. and percentage of Community Face to Face Individual Contacts, Minimum 80% (Week)
  - (8) No. of Deaths for Engaged and Enrolled (Month/To Date)
  - (9) No. of Graduations
- b) Upload Participant Information monthly into designated Sharepoint file between Manatee County Government and Central Florida Behavioral Health Network for purposes of evaluation to include:
  - (1) Name
  - (2) DOB
  - (3) SSN
  - (4) Gender
  - (5) Age
  - (6) Date of Enrollment
  - (7) Date of Referral (if applicable)

**D. HOURS OF OPERATION**

Seven Days per Week and Holidays with continual phone access as follows:

- 1) Regular Business Hours: Nine hours per day, Monday – Friday to include the time period from 2:00 PM – 7:00 PM.
- 2) Weekend and Holiday Business Hours: five hours on Saturdays, Sundays and County holidays from 2:00 PM – 7:00 PM.
- 3) 24 hours per day/7days per week remote on-call access with voice mail.
- 4) A Unit of Service shall be defined as one (1) day of operation whether during regular business hours or weekend/holiday business hours.

**END OF SECTION A**

## EXHIBIT “B” – PROJECT PRICE OR FEE SCHEDULE

PROVIDER office staff shall read and familiarize themselves with all areas of this service agreement including Payment and Compensation as stated, even if they are not responsible for that portion of the work, so that the requirements of this Agreement are correctly applied to the provision of all services.

PROVIDER shall be paid by COUNTY for the actual number of Peer Coach Service units provided under this Agreement. Compensation payable to PROVIDER for performing the scope of services shall total \$446,997.25 for Units of Service and \$53,002.75 for travel and training, not to exceed a cumulative total of \$500,000.00 annually.

### A. Peer Coaching Services

1. PROVIDER shall be paid monthly at a rate of \$1,224.65 per unit of service provided in accordance with Exhibit “A” – Scope of Services, and documented in accordance with item two (2) below.
2. To receive compensation from COUNTY, PROVIDER shall submit a ‘Request for Payment’ form, a sample of which is provided as Exhibit ‘E’, by 5:00 PM ET, on the date identified below as Due to County. Late payment requests will only be accepted for the last seven (7) days of services provided in the billing cycle. To receive compensation from COUNTY for all late payment requests, PROVIDER shall submit a ‘Late Request for Payment’ form within five (5) working days (excluding COUNTY holidays) following the date identified below as Due to County.

Service Months	Units of Service	Monthly Payment Amount	Due to County No Later Than:
Feb 2018	28	\$34,290.20	February 5, 2018
Mar 2018	31	\$37,964.15	March 1 ,2018
Apr 2018	30	\$36,739.50	April 1, 2018
May 2018	31	\$37,964.15	May 1, 2018
Jun 2018	30	\$36,739.50	June 1, 2018
July & Aug 2018	62	\$75,928.30	July 1, 2018
Sept 2018	30	\$36,739.50	October 1, 2018
Oct 2018	31	\$37,964.15	November 1, 2018
Nov 2018	30	\$36,739.50	December 1, 2018
Dec 2018	31	\$37,964.15	January 1, 2019
Jan 2019	31	\$37,964.15	February 1, 2019

B. Training and Travel

1. Provider shall submit a separate invoice on a monthly basis, no later than the 15<sup>th</sup> of each month for the previous month's reimbursable training and travel expenses. Travel and training reimbursable expense must not to exceed \$53,002.75 annually.
2. PROVIDER shall submit a detailed invoice for travel and training expenses along with a Request for Payment form. The invoice shall clearly identify the services performed by completing each field accurately.
3. Actual charges for required training, including applicable local, state and federal taxes, as documented by copies of original invoices, shall be reimbursed.
4. Travel at the written request of the COUNTY to be reimbursed in accordance with the limitations provided in Florida Statute 112.061. Current limitations for hotel and mileage are as follows, but may be revised during the term of this Agreement:
  - i. Hotel Accommodations @ actual cost
  - ii. Mileage @ \$.535 per mile

EXHIBIT C

AFFIDAVIT OF NO CONFLICT

AGREEMENT No. 18-R067458CD

STATE OF FLORIDA

COUNTY OF Sarasota

BEFORE ME, the undersigned authority, personally appeared Dave Beesley, as President & CEO of First Step of Sarasota, Inc, with full authority to bind FIRST STEP OF SARASOTA (hereinafter "PROVIDER"), who being first duly sworn, deposes and says that PROVIDER:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require PROVIDER to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-R067458CD for Opioid Focused Recovery Peer Coaching Services-Pilot Pr.

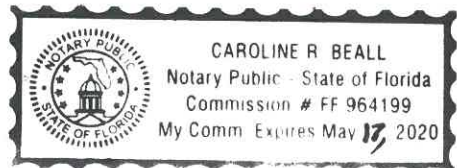
DATED this 23rd day of January, 2018.

David J. Beesley as C.E.O.  
Signature

The foregoing instrument was sworn to and acknowledged before me this 23rd day of January, 2018, by DAVID J. BEESLEY, as PRESIDENT/CEO of FIRST STEP OF SARASOTA (he/she is personally known to me) or has produced \_\_\_\_\_ as identification.

Caroline R. Beall  
Notary Public, State of Florida at Large

Commission No. FF 964199



**EXHIBIT “D”**

**INSURANCE REQUIREMENTS**

The Provider will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Provider shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

<b>Insurance / Bond Type</b>	<b>Required Limits</b>
1. <input type="checkbox"/> Automobile Liability:	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>1,000,000</u> combined single limit, or \$ _____ bodily injury and \$ _____ property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$ _____ Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p>\$<u>1,000,000</u> single limit per occurrence;            \$1,000,000 aggregate            \$ _____ Products/Completed Operations Aggregate            \$1,000,000 Personal and Advertising Injury Liability            \$100,000 Fire Damage Liability            \$10,000 Medical Expense, and            \$ _____ Third Party Property Damage.            \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. <input checked="" type="checkbox"/> Employer's Liability:	<p>\$<u>100,000</u> each accident            \$ _____ disease each employee            \$ _____ disease policy limit</p>
4. <input checked="" type="checkbox"/> Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable</p>

Insurance / Bond Type	Required Limits
	<p>waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input checked="" type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input type="checkbox"/> Aircraft Liability  \$ _____ per occurrence  Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater  If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Provider shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution  \$ _____ per occurrence</p> <p>d. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability  Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$1,000,000_____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance  When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:  Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an</p>

Insurance / Bond Type	Required Limits
	<p>amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>
	<p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p>



Insurance / Bond Type	Required Limits
	<p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Provider shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Provider must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability</p> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft</p> <p>\$_____ per occurrence</p>

Reviewed by Risk: \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Provider, his agents, representatives, and employees; products and completed operations of the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Provider shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Provider's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Provider for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Provider shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Provider will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. Provider shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. Provider agrees that should at any time Provider fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  - f. The Provider waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The Provider has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the Provider's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Provider shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Provider shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Provider's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Provider understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Provider's obligation to provide and maintain the insurance coverage specified.

- IV.** The enclosed Hold Harmless Agreement shall be signed by the Provider and shall become a part of the contract.
- V.** Provider understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

**Manatee County, a Political Subdivision of the State of Florida**

**Indemnity and Hold Harmless**

Respondent shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Respondent recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Respondent of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME		18-R067458 CD Opioid Focused Recovery Peer Coaching Services
INSURANCE AGENT		Willis Towers Watson
RESPONDENT SIGNATURE	DATE	
<i>[Signature]</i> D. J. Beasley, C.E.O.	1-23-18	

Acknowledgement:

STATE OF FLORIDA COUNTY OF MANATEE

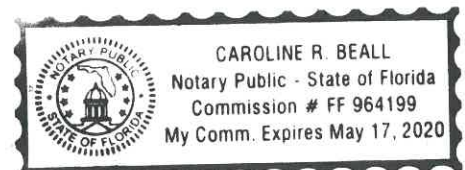
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2018 by DAVID J. BEESLEY [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced \_\_\_\_\_ as

identification.

Notary Signature Caroline R. Beall

Print Name: CAROLINE R. BEALL



**EXHIBIT E  
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENCY PAYMENT REQUEST**

**NON-PROFIT AGENCIES**

AGENCY: \_\_\_\_\_

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

PROJECT NUMBER: \_\_\_\_\_

PROGRAM: \_\_\_\_\_

PAYMENT REQUEST FOR MONTH OF: \_\_\_\_\_

**SECTION 1: AGENCY PAYMENT REQUEST**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$	\$	\$
TRAVEL/TRAINING THIS PERIOD	TOTAL TRAVEL/TRAINING FUNDING	TRAVEL/TRAINING REQUESTED YEAR-TO-DATE	BALANACE OF TRAINING/TRAVEL FUNDS
\$	\$	\$	\$

**SECTION 2: CLIENT SERVICES**

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
					%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Documentation as required in Agreement

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT  
WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)  
DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2018
---------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
<b>INSURED</b> First Step Of Sarasota, Inc. 4579 Northgate Court Sarasota, FL 34234	<table style="width: 100%;"> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A: New Hampshire Insurance Company</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;">23841</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B: National Union Fire Insurance Company of P</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;">19445</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C: Markel Insurance Company</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black; text-align: center;">38970</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: New Hampshire Insurance Company		23841	INSURER B: National Union Fire Insurance Company of P		19445	INSURER C: Markel Insurance Company		38970	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: W5125055</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		06-LX-092174924-1	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			29-CA-069972091-0	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29-UD-062840694-1	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	FITWC-33937-2017	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Abuse/Molestation			06-LX-092174924-1	10/01/2017	10/01/2018	Limit: \$1,000,000/	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  Manatee County, a Political Subdivision of the State of Florida Attn: Risk Management Division 1112 Manatee Avenue West, Suite 969 Bradenton, FL 34205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of Florida, Inc.		NAMED INSURED First Step Of Sarasota, Inc. 4579 Northgate Court Sarasota, FL 34234	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Manatee County, a Political Subdivision of the State of Florida is included as an Additional Insured as respects to General Liability where required by written contract.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: 06-LX-092174924-1      EFF DATE: 10/01/2017      EXP DATE: 10/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Occurrence	\$1,000,000
	Aggregate	\$3,000,000