RESOLUTION 2024 - 28

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RECOGNIZING AND APPROPRIATING \$1,203,709 IN REGIONAL OPIOID SETTLEMENT FUNDS AS UNANTICIPATED REVENUE; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND DELIVER AN AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND LUTHERAN SERVICES FLORIDA INC. FOR THE ADMINISTRATION, IMPLEMENTATION, AND MANAGEMENT OF THE FUNDS.

RECITALS

WHEREAS, the County entered into that certain Florida Opioid Allocation and Statewide Response Agreement with the State of Florida Department of Legal Affairs regarding the distribution and use of funds from opioid settlements ("Agreement"); and

WHEREAS, Florida Department of Children and Families ("DCF") has engaged Lutheran Services Florida, Inc., d/b/a LSF Health Systems ("LSF") as the Managing Entity to administer, implement, and manage the opioid settlement funds within St. Johns County; and

WHEREAS, the County was noticed that its allocation for year one of the Regional Opioid Settlement is \$1,203,709; and

WHEREAS, the funds are to be used to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services within the County;

WHEREAS, to facilitate the use of the funds pursuant to the requirements of the Agreement, the County must enter into a Purchase Order Agreement between the County and LSF; and

WHEREAS, the Board of County Commissioners has reviewed the agreement and determined executing the agreement will serve the best interest of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

- **Section 1.** The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.
- Section 2. The Board of County Commissioners hereby recognizes and appropriates \$1,203,709 in Regional Opioid Settlement Funds as unanticipated revenue within the fiscal year

2024 budget and approves and authorizes the County Administrator, or designee, to execute and deliver the Purchase Order Agreement between St. Johns County and Lutheran Services Florida, Inc., d/b/a LSF Health Systems, in substantially the same form as attached hereto.

Section 3. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _

Sarah Arnold, Chair

Rendition Date:

JAN 18 2024

ATTEST: Brandon J. Patty,

Sober L.

Clerk of the Circuit Court and Comptroller

Deputy Clerk



PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and St. Johns County Board of County Commissioners herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agree as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective January 1, 2024 and shall continue through June 30, 2024.

This document provides direction and guidance for administration, implementation, and management of the Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) in St. Johns County.

Services to be Provided. This scope of work is for the Contractor to provide support to the St. Johns County Fire Rescue Department with much needed equipment, training, and therapeutic support to first responders. The Contractor will purchase an ambulance to address increased calls for services and lessen response time; purchase specialized equipment to better respond to acute respiratory/cardiac emergencies due to opioid abuse and/or overdose; provide paramedic training for staff to respond to crisis calls; and provide therapeutic counseling services for first responders experiencing secondary trauma as a result of their careers. These purchases for services are one-time costs for year one with the exception of the therapeutic services, which can be continued either with future allocations from settlement funds or other funding sources.

Section 1. Financial Consideration

1.1. Award Amount

St. Johns County Board of County Commissioners has been awarded an amount not to exceed <u>LSF approved Exhibit C and D - Projected Operating and Capital Budget</u> for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

- 1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.
- 1.2.2 All budgets and revisions thereto are subject to approval by LSF.
- 1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.
- 1.2.4 Approved budgets shall be maintained in the official agreement file.
- 1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

- 1.3.1 The total monthly payment amount shall be one-sixth of the contract and shall be included as a line item in the Contractor 's Invoice with the following documentation provided as support.
 - 1.3.1.1 The Contractor shall submit a quarterly **Exhibit O Expenditure Reconciliation Report** using the form designated by LSF Health Systems which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O Expenditure Reconciliation reports** after the third quarter depending on the Contractor's rate of spending.
 - 1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.
 - 1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the Exhibit O - Expenditure Reconciliation Report.
- 1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.
- 1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

- 2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.
- 2.2. Program requirements are as follows:
 - 2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.
 - 2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year:

 https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.
 - 2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G** – **Submission of Information**.

2.3. Required Reporting

- 2.3.1 <u>Expenditure Reconciliation Report:</u> This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly after the third quarter depending on the Contractor 's rate of spending.
- 2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.
- 2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

Section 3. Documentation

3.1. Cost

- 3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.
- 3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.
- 3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.
- 3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

- 3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.
- 3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with

- 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.
- 3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.
- 3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

- 4.1.1. The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.451, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
 - Employment history check,
 - ii. Fingerprinting for all criminal record checks,
 - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
 - iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
 - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
 - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.2. Representations

- 4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

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

4.4. Business Associates

4.4.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Contract. The Managing Entity

- and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S
- 4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.3. Upon the execution of this Contract, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Contract.
- 4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- 4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire and legal liability to cover the Contractor and all its employees. The limits of the Contractor 's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.6. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

- 4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.
- 4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents or contractors.
- 4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.
- 4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

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

4.7.2. Florida Regulatory Governance

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

4.7.3. Corporate Compliance

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

4.7.4. General Provisions

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

4.7.4.2. Severability

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

4.9.5 Authority to Bind

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

4.9.6 Typewritten or Handwritten Provisions

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

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

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

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's' rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this nine-page Agreement to be effective the 1st day of January 2024.

St. Johns County Board of Cour	ity Commissioners	Systems	c. d/b/a LSF Healtr
Signature	Date	Signature	Date
		Dr. Christine Cauffield	CEO
Printed Name	Title	Printed Name	Title
The parties agree that a	any future amendme above ex	ent(s) replacing this page will no recution.	t affect the
Federal Tax ID # (or SSN):		Contractor FY Ending	Date:

SAMH PROJECTED OPERATING AND CAPITAL BUDGET

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	St. Johns County Fire Rescue		8-Dec-2
	AGENCY	Date	×
			202
SYSTEMS	CONTRACT#	Fiscal Year	

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Total Revenue						
IA. STATE SAMH FUNDING						I .			
(1) Management, Oversight and Administration	\$ -								\$(
(2) Services Revenue	\$ -								\$(
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding		\$	\$	\$	\$	\$	\$	\$	\$(
(2) Medicaid		\$	\$	\$	\$	\$	\$	\$	\$(
(3) Local Government		\$	\$	\$	\$	\$	\$	\$	\$(
(4) Federal Grants and Contracts		\$	\$	\$	\$	\$	\$	\$	\$(
(5) In-kind from local govt, only		\$	\$	\$	\$	\$	\$	\$	\$(
TOTAL GOVERNMENT FUNDING =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(
	========	========			========	========	========	========	========
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1
(2) 3rd Party Payments (except Medicare)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$1
(3) Medicare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$(
(4) Contributions and Donations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1
(5) Other Grants and Contracts		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$(
(6) In-kind		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1
TOTAL ALL OTHER REVENUES =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
TOTAL PROJECTED FUNDING =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1

EXHIBIT C

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Fundin Source	g (Other Funding Source	Other F Sou	unding	1.11	r Funding Source	Oth	er Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES					10				•		0		\$
(1) Salaries	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-	\$	-	\$
(2) Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$	-	\$		3		9		
TOTAL PERSONNEL EXPENSES =	\$0	\$0	\$0	1	\$0	\$0	==	\$0		\$0		\$0	\$
IIB. OTHER EXPENSES													
(1) Building Occupancy													\$
(2) Professional Services													\$
(3) Travel									Trees.				\$
(4) Equipment		\$790,050											\$790,05
(5) Food Services													\$
(6) Medical and Pharmacy				100									\$
(7) Subcontracted Services		\$413,659											\$413,65
(8) Insurance	Programme and the second												\$
(9) Interest Paid													9
(10) Operating Supplies & Expenses										and the second of the			9
(11) Donated Items													9
(12) Other Expense													\$
TOTAL OTHER EXPENSES =	\$0	\$1,203,709	\$0	and a second second	\$0	\$0		\$0	re eus	\$0	383	\$0	\$1,203,70
	========	========	========		===	========			,			========	=======
TOTAL PERSONNEL & OTHER EXPENSES =	\$0	\$1,203,709	\$0		\$0	\$0		\$0		\$0	delo	\$0	\$1,203,70
IIC. DISTRIBUTED INDIRECT COSTS													
(a) Other Support Costs (Optional)	\$	\$	\$		\$	\$		\$	7	\$		\$	\$
(b) Administration	\$	\$	9		\$	\$		\$		\$		\$	9
TOTAL DISTRIBUTED INDIRECT COSTS =	\$0	\$0	\$0		\$0	\$0		\$0		\$0		\$0 ======	
TOTAL ALLOWABLE OPERATING EXPENSES =	\$0	\$1,203,709	\$0		\$0	\$0		\$0		\$0		\$0	\$1,203,70
		========	========	======	===	========	==	======		=======		========	=======
IID. UNALLOWABLE COSTS	\$	\$	\$		\$	\$		\$		\$		\$	
	========	========	========			========			MONTH OF THE				=======
IIE. CAPITAL EXPENDITURES	\$	\$	9		\$	\$		\$		\$		\$1	=======
TOTAL DECLETED OPERATING EXPENSES -	\$0	\$1,203,709	\$0		\$0	\$0		\$0		\$0		\$0	\$1,203,70
TOTAL PROJECTED OPERATING EXPENSES =	20	\$1,200,709	\$0		Ψυ	φυ		40		φο	1	40	41,200,10
IIG. BUDGET NARRATIVE (attach separate set of workpapers) PART III: CERTIFICATION Legify the above to be an accurate projection and in agreement													

PART III: CERTIFICATION		
I certify the above to be an accurate projection and in agreeme	ent with this agency's records and w	with the terms of this agency's contract.
Sean McGee	Fire Chief	596 405
Signature	Title	Date

Updated 07/01/2018 EXHIBIT C, Page 2 of 2

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL

St. Johns County Fire Rescue

AGE	ENCY				DATE	
		Tot	tal Agency	DCF ME Contract		ntract
	POSITION TITLE / NUMBER	# of FTE	Annual Salary Cost	% of Time	# of FTE	Salary
1	no staff are being rquested				0.00	\$0
2					0.00	\$0
3					0.00	\$0
4					0.00	\$0
5					0.00	\$0
6					0.00	\$0
7					0.00	\$0
8					0.00	\$0
9					0.00	\$0
10					0.00	\$0
11					0.00	\$0
12					0.00	\$0
13					0.00	\$0
14					0.00	\$0
15					0.00	\$0
16					0.00	\$0
17					0.00	\$0
18					0.00	\$0
19					0.00	\$0
20					0.00	\$0
21					0.00	\$0
22					0.00	\$0
23					0.00	\$0 \$0
24					0.00	\$0
25					0.00	\$0
26					0.00	\$0
27					0.00	\$0
28					0.00	\$0
29					0.00	\$0
30					0.00	\$0
50	Totals	0.0	\$0		0.00	\$0

Updated 07/01/2018 EXHIBIT D, Page 1 of 1



SAMH PROJECTED OPERATING AND CAPITAL BUDGET Budget Narrative

St. Johns County Fire	Rescue 8-Dec-23
AGENCY	Date DCF/LSFHS
IIA. PERSONNEL EXPENSES	
(1) Salaries	See Personnel Detail
(2) Fringe Benefits	NA - no staff are being funded through this request
IIB. OTHER EXPENSES	
(1) Building Occupancy	0
(2) Professional Services	\$0.00
(3) Travel	0
(4) Equipment	Paramedic Response Advanced Life Support Ambulance to address increase in call volume rlated to opioid related events \$510,050 Hamilton T1 Intelligent Transport Ventilators 14 @ \$20,000 each to enhance ability to respond to acute respiratory/cardiac emergencies due to opioid abuse and/or overdose \$280,000 total: \$790,050
(5) Food Services	0
(6) Medical and Pharmacy	0
(7) Subcontracted Services	Mental Health Counseling/Support for EMS First Responders through Elbow Tree Cooperative to address vicarous trauma \$213,659 Paramedic Training to increase workforce \$7,000/student for full certification to train 28 paramedics to increase workforce \$200,000 Total: \$413,659
(8) Insurance	0
(9) Interest Paid	0
(10) Operating Supplies & Expenses	0
(11) Donated Items	0
(12) Other Expense	0
IIC. DISTRIBUTED INDIRECT COSTS	
(a) Other Support Costs (Optional)	0
(b) Administration	



Submission of Information

Request for Changes from Currently Contracted Network Service Providers or Request for Funding from Uncontracted Service Providers

Introduction

LSF Health Systems is the Managing Entity for the Department of Children and Families SAMH programs in the Northeast Region responsible for the administration of mental health and substance abuse treatment programs for the underserved populations creating a safety net for vulnerable consumers.

Each program serves the neediest individuals that meet the Department of Children SAMH target population criteria in the Northeast region and provides for a comprehensive array of outpatient, inpatient and residential services including, but not limited to; therapy, case management, medication management, residential, room and board, crisis and emergency support, prevention, intervention, outreach, peer services, supported housing, and supported employment.

LSFHS uses the Submission of Information process for the following:

- Requests for funding from uncontracted service providers;
- Requests for restoration of funds pulled due to lapse;
- Requests for changes to programming;
- · Request for shifts between funding areas;
- Requests for an increase in funding for any reason.

It is the policy for contracted Network Service Providers to provide information and justification for any of the above circumstances. LSFHS accepts submissions from providers at any time and may also initiate this process due to a specific funding concern within the system of care including the need to redistribute lapsed funding.

Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request and provide a written response within 60 days. Additional information and follow-up questions may be solicited based on this review.

Funding Request Form

Please fill out the information below accurately and completely, then submit to procurement@lsfnet.org.

1. Organization Name, Address and Contract Number:

St. Johns County Board of County Commissioners 500 San Sebastian View St. Augustine, FL 32084 904.209.6089

2. Organization Contact Person for this Submission:

Shawna Novak, Director of Health and Human Services

Please briefly describe the programs, counties and populations served which are impacted by this request.

The proposed use of the Regional Opioid Settlement funds for St. Johns County is to use year one funds to support St. Johns County Fire Rescue/EMS Department with much needed equipment, training and therapeutic support to first responders. The funds will serve residents within the boundaries of St. Johns County.

4. Please briefly describe your organization's need for additional funding, for a change in programming and/or for a change in funding as currently allocated. Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial. If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization's capacity to spend funds if restored.

The opioid crisis continues to impact St. Johns County Fire Rescue (SJCFR), which places an increased strain on the EMS system. The surge in opioid-related incidents has contributed to heightened call volumes and escalated the acuity of medical emergencies. First responders grapple with the relentless demand for assistance, taxing resources and stretching personnel to their limits. SJCFR finds itself at the forefront of this public health emergency.

The ability to respond to an opioid overdose requires a comprehensive network of response resources strategically located within the jurisdiction. Opioid overdose is a life-threatening event that for a positive outcome is reliant on an expedited and available public safety response. As the opioid epidemic has spread through St. Johns County, our emergency response resources have been stretched necessitating the need to add new ambulances and replace aging apparatus in our fleet. Since 2021 we have seen a consistent increase in calls requiring the use of Narcan.

Increasing from 349 emergency events in 2020 to 494 events in 2022. This represents an increase in likely opioid related emergency events of 41% in just two years. This increase is straining available resources and creating a potential for delayed response due to a limited number of responding apparatus

5. Please briefly describe your organization's plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.

Funding will be used on the purchase of an ambulance to address increased calls for service/ lessen response time, training for more staff as paramedics to respond to crisis calls and specialized equipment to better respond to acute respiratory/cardiac emergencies due to opioid abuse and/or overdose. Lastly the funds will be spent on therapeutic counseling services for first responders experiencing secondary trauma as a result of their careers. These are proposed purchases for services for one year only and are not expected to be ongoing with the exception of the therapeutic services which can be continued either with future allocations from settlement funds or the County's General Fund.

6. If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)?

No DCF/ACHA license needed for proposed expenditures.

7. Please briefly describe your organization's expertise about the delivery of service to the identified population which will be impacted by this change.

St. Johns County is 609 square miles and is protected by 17 stations and 34 front line apparatus. Our apparatus include ALS Rescues, ALS Engines, Tankers, Heavy Rescue Squads and Aerial Apparatus. St. Johns County Fire Rescue (SJCFR) currently employs 400 personnel. In 2022, St. Johns County Fire Rescue responded to 61,373 calls for service. Of

those calls, 75% were EMS related. Employees working for SJCFR have an opportunity to be part of our Urban Search and Rescue Team. Hazardous Materials Team, Aircraft Rescue Firefighting (ARFF), Marine Rescue and Wildland Firefighting. They are a progressive, professional fire rescue department dedicated to the health, safety and well-being of the community. St. Johns County Fire Rescue is dedicated to the highest standards of professionalism in public safety and life-saving services with the commitment to serve, ability to perform and courage to act.

8. Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.

The proposed implementation plan is for fiscal year 2023-2024 on and these funds must be expended by June 30, 2024, Should LSF receive a projected schedule of funds from DCF that addresses future allocations of Regional Opioid Settlement funds for St. Johns County, the County may desire to contract with LSF in the future as the community considers future implementation plans.

9. Please define and describe the Program Goals.

The proposed use of the funds include one time purchases of ambulance and ventilators to respond to increased calls for assistance/ residents experiencing cardiac arrest as a result of overdose. As mentioned above the county has experienced heightened call volumes related to opioid related incidents and the acuity of the medical emergencies have escalated. The purchases will allow staff to better respond to the increased call volume and medical episodes. Training staff as paramedics will assist in meeting the calls volume for the medical emergencies as well as retain staff at the County. Providing counseling services for first responders will result in staff retention and providing staff a therapeutic way to address secondary trauma associated with their positions.

10. Please define and describe the Proposed Outcome Measures for the program in which funding is being requested.

Ambulance- With the increasing instance of opioid related overdose emergencies in St. Johns County, the purchase of a rescue/ambulance will ensure that emergency response resources are available as quickly as possible for these emergencies. One of the primary concerns with opioid overdose is related to reduced or lack of breathing. In these instances response time is critical to ensure rapid intervention and reversal of the opioid induced medical event. The requested apparatus will provide a critical resource by reducing response times and ensuring reliable and available resources can respond rapidly to these emergencies.

Ventilators- One of the primary concerns of opioid overdose is that patients experience a reduced respiratory response, meaning they stop breathing or are not breaking adequately. In this scenario cardiac arrest can result. One of the interventions we provide is artificial breathing through the use of mechanical ventilators. While this is a common practice in the hospital setting, it is becoming more prevalent in the pre-hospital setting as a consistent and reliable source of providing mechanical sourced breathing for patients in the midst of a medical crisis. As cardiac arrest is a common outcome in severe opioid overdose, the Department would look to utilize these additional ventilators to improve immediate and long term outcomes for these patients.

Paramedic Training- Tuition costs to achieve full paramedic certification are approximately \$7,000 per student. With the requested \$200,000 St. Johns County will be able to fund paramedic certification for approximately 28 personnel thus increasing number of staff certified to respond to medical emergencies.

Therapeutic Counseling for First Responders- The intent is to have services available to as many Department members who will participate in an effort to not only combat those in a state of crisis, but also to provide intervention opportunities prior to reaching the crisis stage related to the routine job activities and experiences firefighters and paramedics face in the course of their daily emergency response activities. While specific data is not available due to some privacy regulations, generalized data related to how many personnel participate, the types of care provided and such are recorded and collected for data review and program evaluation by Fire Rescue and provider.

11. <u>Outside organizations only:</u> Please describe your organization's data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.

County Social Services uses Service Point as it's case management system.

Fire Rescue utilizes the *Zoll Hosted* data collection system including *Zoll Billing* and *Zoll RMS*. This system provides data collection related to all of our department response data. This system is capable exporting in data files as mentioned.

12. <u>Outside organizations only:</u> Please describe your organization's business administration capacity specifically related to employee screening and financial management.

St. Johns County is a governmental entity with a Human Resources Department responsible for employee screening. The County has an Office of Management and Budget that works in conjunction with the Clerk of the Court and Comptroller's office (separate Constitutional Office from the BOCC) who together are responsible for the financial management of all County funds.

13. Please provide, as an attachment, the <u>Exhibit C and D - Projected Operating and Capital Budget</u>, using the most recent template, outlining the requested funding including OCAs and associated

See Attached

EXHIBIT G

covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.

Shawna A. Novak	12/14/2023
Organization's CEO	Date
Organization's Contract Manager	 Date



Provider:

Expenditure Reconciliation Report

Contract #:		
Period Covered:	From_XX/XX/XXXX To XX/XX/XXXX	
. PERSONNEL SERVICES		
(a) SALARIES		\$ -
(b) FRINGE		\$ -
TOTAL		\$ -
I. EXPENSES		
(a) Building Occupancy		\$ -
(b) Professional Services		\$
(c) Employee Travel		\$ -
(d) Equipment Costs		\$ -
(e) Supplies		\$ -
(f) Staff Training		\$ -
(f) Incidental Expenses		\$ -
(h) Insurance		\$ _

III. Administration

(i) Interest*

TOTAL

(a) Rate		10.00%
TOTAL	\$	-
GRAND TOTAL	\$_	-

^{*} Interest must be reimbursable under 2 CFR §200



ST. JOHNS COUNTY

FIRE RESCUE

3657 Gaines Road St. Augustine, Florida 32084-6565

INTEROFFICE MEMORANDUM

TO: Shawna Novak, Director HHS

FROM: Sean McGee, Acting Fire Chief

SUBJECT: FY 23-24 State Opioid Settlement Funds

DATE: November 29, 2023

The opioid crisis continues to impact St. Johns County Fire Rescue (SJCFR), which places an increased strain on the EMS system. The surge in opioid-related incidents has contributed to heightened call volumes and escalated the acuity of medical emergencies. First responders grapple with the relentless demand for assistance, taxing resources and stretching personnel to their limits. SJCFR finds itself at the forefront of this public health emergency.

The Memorandum of Understanding (MOU) between the State of Florida and Pharmaceutical Supply Chain Participants seeks to hold this group accountable for damage caused to Local Communities and Governments. It is the intent of the State of Florida and its Local Governments to use the proceeds from settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse mitigation, response, education, treatment and other related programs and services.

In support of these goals, we propose using a portion of the settlement funds to increase SJCFR's capacity to respond to out-of-hospital medical emergencies caused by chronic opioid abuse and acute overdose. Below is a list of public safety funding options presented for approval by the Department.

1) Paramedic Response Advanced Life Support Ambulance and Associated Equipment - \$510,050

<u>Direct Benefit:</u> The ability to respond to an opioid overdose requires a comprehensive network of response resources strategically located within the jurisdiction. Opioid overdose is a life-threatening event that for a positive outcome is reliant on an expedited and available public safety response. As the opioid epidemic has spread through St. Johns County, our emergency response resources have been stretched necessitating the need to add new ambulances and replace aging apparatus in our fleet. Since 2021 we have seen a consistent increase in calls requiring the use of *Narcan*.

Increasing from 349 emergency events in 2020 to 494 events in 2022. This represents an increase in likely opioid related emergency events of 41% in just two years. This increase is straining available resources and creating a potential for delayed response due to a limited number of responding apparatus.

Utilizing grant funds allocated with this settlement agreement we would propose to purchase one (1) Advanced Life Support Ambulance as an addition to our current response fleet to mitigate the increase in call volume related to opioid related events and to improve resource availability and response times to

these life-threatening events. Our goal is that this purchase will provide more paramedics to the scene of these events in a timely manner and result in a positive outcome for opioid overdose related patients.

<u>Approved Uses</u>: Expand ability of treatment for OUD and any co-occurring SUD/MH conditions. (Schedule A,1.). The addition of this response resource will immediately provide an expansion of care and treatment to acute opioid related emergencies.

Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions. (Schedule B, 2.)

The full continuum of care often begins with the emergency response system and during the cycle may return to this system because of re-lapse related to some patients. Providing this response resource will enhance and improve this layer of the continuum of care and continue as a vital part of the recovery cycle related to opioid addiction.

2) Paramedic Training - \$200,000

<u>Direct Benefit:</u> The ability to respond to opioid overdose requires training and experience to avoid poor outcomes. Utilizing grant funds allocated for addressing the opioid epidemic to support paramedic training presents a strategic approach to combating the crisis. Paramedics play a crucial role in responding to opioid-related emergencies, administering life-saving treatments like naloxone to individuals experiencing overdoses. Paramedics can further this treatment by supporting airway management and providing advanced ventilatory skills. With comprehensive training, paramedics can better identify overdose cases, administer timely interventions, and potentially save lives in critical situations.

<u>Approved Uses</u>: Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis. (Schedule B, K./1.)

Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the public. (Schedule B, H./3.)

Expand training for first responders, schools, community support groups and families; (Schedule A, A./1.)

3) Hamilton-T1 Intelligent Transport Ventilators - \$280,000

<u>Direct Benefit</u>: Transport ventilators (14) at a cost of \$20,000 each will greatly enhance SJCFR's response to acute respiratory/cardiac emergencies due to opioid abuse and/or overdose.

Approved Uses: Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list. (Schedule B, J./3.)

Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.). (Schedule B, K./2.)

Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs. (Schedule B, I./1.)

4) Mental Health Counseling for SJCFR Personnel (Elbow Tree Cooperative, LLC) - \$204,000

<u>Direct Benefit:</u> Provide individual therapy to SJCFR personnel; bi-annual psychoeducation for employees and officers; Critical Incident Stress Management debriefs and consultations.

<u>Approved Uses:</u> Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events. (Schedule B, I./2.)

TOTAL REQUESTED EXPENDITURE: \$1,194,050

Thank you in advance for your consideration and please let us know if any clarification or explanation is required on our behalf.