

**Memorandum of Understanding (“MOU”) Between  
Hernando County Community Anti-Drug Coalition dba Hernando Community Coalition (HCC) AND  
Hernando County Schools  
Project Period: July 1, 2022, to June 30, 2023**

**Background:** HCC is a countywide behavioral health partnership working to prevent and reduce substance use and associated problems among youth and families in Hernando County, Florida. HCC is funded through the federal Substance Abuse Prevention and Treatment Block Grant (Block Grant), administered by the Florida Department of Children and Families, and the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework-Partnership for Success (SPF-PFS) grant.

**HCC Overall Goals and Long-term Objectives**

GOAL: Increase Community Collaboration

OBJECTIVES: Grow the Prevention Infrastructure; Increase Professional Development

GOAL: Reduce and Prevent Youth Substance Use

OBJECTIVES: Decrease Past 30-Day Use of Alcohol, Tobacco, Vaporizers, Marijuana, and Prescription Drugs and/Other Opiates; Reduce variables supportive of youth substance use: Retail/Social Access; Social Norms; and Low Perception of Risk of Harm

GOAL: Reduce and Prevent Substance-Related Problems

OBJECTIVES: Reduce the Impact of Behavioral Health Disparities Leading to Substance Use and Abuse; Reduce Substance Exposed Newborns; Reduce Untreated Mental Health Issues Leading to Substance Use; Increase Linkages to Behavioral Health Services and Supports

**Scope of Partnership:** HCC will provide behavioral health evidenced-based prevention approaches to Hernando County Schools students and families, in accordance with state and federal funding awards, as permitted by and adhering to the District’s policies and procedures. Projects/programs offered to Hernando County Schools (See Appendix 1) provided by the HCC are based on funding levels from state and federal government funds and are subject to change if directed from the funded agency. HCC will provide needed materials, staffing, and support as appropriate to complete grant funded activities.

**Responsibilities:** As the grant/funding applicant, HCC is responsible for overall performance and timely completion of all deliverables per State and National funding requirements. For projects/programs completed in partnership with the HCC, data such as “numbers reached” may be required for reporting purposes. The HCC does not collect personal information for data collection purposes as it is not necessary for population-level change. Using funded workplans, performance is measured by reaching 100% of our targets for a strategy within indicated timeframes. Any confidential or identifying information for school will be kept at school/district respective offices (in accordance with their policies/procedures), with only demographics, process and outcome information provided to the HCC.

**IN WITNESS WHEREOF,** the parties have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized:

Hernando County Community Anti-Drug Coalition

Hernando County Schools

Signature: 

Signature:

By: 

By:

Title:  Executive Director  
Date: 

Title:

Date:

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB

**Appendix 1**  
**July 1, 2022, to June 30, 2023, Project Overview**

**HCC Funding Streams**

- Strategic Prevention Framework-Partnership for Success (SPF-PFS) grant funded by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA)
- Community Coalition Alliance (CCA) award through LSF Health Systems (LSF), the Florida Department of Children and Families (DCF) State Block Grant, funded by SAMHSA
- Florida Prevention Partnership Grant (PPG) awarded to BayCare Behavioral Health via LSF/DCF.

<b>Strategy</b>	<b>Description</b>	<b>Annual Measures</b>	<b>Intended Outcomes (including reducing ATOD Use)</b>	<b>Partners (including HCSB)</b>	<b>Funding</b>
<b>imPACT – Positive Action Change Teams</b>	School-based youth groups promoting healthy behaviors	<ul style="list-style-type: none"> <li>• Maintain 8 schools</li> <li>• Add 1 new school</li> </ul>	Increase Pro-Social Opportunities	CK8, WWK8, DSPMS, PMS, CHS, HHS, NCTHS, WWHS	CCA SPF-PFS
<b>“Talk, They Hear You”</b>	Parent awareness campaign providing info on how to talk to teens about ATOD	<ul style="list-style-type: none"> <li>• 6 at-risk schools</li> <li>• 300 parents</li> <li>• English/Spanish info</li> <li>• media impressions</li> </ul>	Decrease Perceptions of Parental Approval; Increase Perception of Risk	SS Office, Parent Academy	SPF-PFS
<b>Vape Social Norming</b>	Schoolwide awareness with anti-vape messaging	<ul style="list-style-type: none"> <li>• 8 to 9 schools</li> <li>• Schoolwide messaging</li> <li>• Events</li> </ul>	Decrease Perceptions of Peer Approval; Increase Perception of Risk	imPACT	PPG, CCA, SPF-PFS
<b>Vape Detectors / Vape Cloud</b>	Detect vaping in school bathrooms and monitor detection data	<ul style="list-style-type: none"> <li>• 12 schools</li> <li>• Monitor 100 devices via data cloud system</li> </ul>	Increase Detection of electronic delivery devices (nicotine /marijuana) Use on School Campus leading to decreased student disciplines	SS, SROs	CCA SPF-PFS
<b>Know the Law</b>	Education/ information on ATOD laws	<ul style="list-style-type: none"> <li>• 1,000 6<sup>th</sup>-12<sup>th</sup> graders</li> </ul>	Increase Perception of Risk	SRO's, HCSO	CCA
<b>Rx Social Access Initiative</b>	Rx information and Safe medication disposal systems	<ul style="list-style-type: none"> <li>• 3 schools</li> </ul>	Reduce access; Decrease Perception of Use; Increase parental perceptions of risk	High School Athletics	PPG, CCA, SPF-PFS
<b>NARCAN® (Naloxone HCL) Nasal Spray</b>	Temporarily reverse the effects of opioid medicines	<ul style="list-style-type: none"> <li>• 12 kits per school</li> <li>• 12 tip cards per school</li> <li>• More as needed upon request</li> </ul>	Overdose death prevention	SS, DCF	CCA
<b>You're Not Alone</b>	Behavioral health social norming program	<ul style="list-style-type: none"> <li>• 4 to 12 schools (MS, K8, and/or HS)</li> <li>• Schoolwide messaging</li> <li>• Teen norms survey</li> <li>• Classroom presentations</li> </ul>	Increase coping skills; Decrease stigma of emotional and behavioral disorders; Increase early identification of symptoms	SS, imPACT	PPG, CCA, SPF-PFS
<b>Hernando Cares Behavioral Health Resource Guides</b>	Resource list of local and nearby service providers	<ul style="list-style-type: none"> <li>• Provide copies of guides for use by school staff and parent distribution</li> </ul>	Increase access/ decrease barriers to services; Increase early identification of symptoms	SS, imPACT, Parent Academy	PPG, CCA, SPF-PFS
<b>Handle With Care model</b>	Notices for schools upon child welfare/ law enforcement investigations	<ul style="list-style-type: none"> <li>• 250 notifications</li> </ul>	Increase classroom interventions, allowances, support, and linkages for youth and families to needed services – School data	SS, HCSO, DCF	SPF-PFS

**STANDARD ADDENDUM TO AGREEMENTS WITH  
THE HERNANDO COUNTY SCHOOL BOARD**

**WHEREAS**, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

**WHEREAS**, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

**WHEREAS**, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

**WHEREAS**, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

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

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 contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Jordan\\_k@hcsb.k12.fl.us](mailto:Jordan_k@hcsb.k12.fl.us) or (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

*Signed and dated by authorized representatives as provided below:*

Contractor: Hernando Community Coalition  
Tresa J. Watson  
Printed Name: Tresa J. Watson  
Title: Executive Director  
Date: 6/20/22

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB