



Interoffice Memorandum

October 21, 2020

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *Annie L Bell*
Community and Family Services Department

FROM: Donna Wyche, MS, CAP, Manager
Mental Health and Homeless Division
Contact: (407) 836-7608

SUBJECT: **Consent Agenda Item – November 10, 2020**
Amended Interagency Agreement between Orange County Government,
Florida and the Circuit 9 Department of Children and Families Substance
Abuse and Mental Health Program

On September 22, 2020 the Board approved an interagency agreement between Orange County Government and the Circuit 9 Department of Children and Families. The Circuit 9 Department of Children and Families has requested an amended version of this agreement be signed which includes the following changes:

- Section IV, B, 2
 - Changed from, "Shall submit quarterly performance reports that include the adolescent assessment, parental assessment and the youth/family survey."
 - Changed to, "Shall submit quarterly performance reports that include adolescent assessment, parental assessment and the youth/family survey. The quarterly reports shall be sent by January 15th, 2021, April 15th, 2021 and June 15th, 2021."

Consent Agenda Item – November 10, 2020
Interagency Agreement between Orange County and the Circuit 9 Department of
Children and Families Substance Abuse and Mental Health Program
Page 2

ACTION REQUESTED: Approval and execution of Interagency Agreement between The Circuit 9 Department of Children and Families Substance Abuse and Mental Health Program Office and Orange County, Florida regarding a Youth Mental Health Management Network Consortium in the amount of \$50,000.

DW/as:jam

Attachment

c: Carla Bell Johnson, Assistant Deputy County Administrator

INTERAGENCY AGREEMENT

between

**The Circuit 9 Department of Children and Families
Substance Abuse and Mental Health Program Office**

and

Orange County, Florida

This Interagency Agreement (the "Agreement") is between the CIRCUIT 9 DEPARTMENT OF CHILDREN AND FAMILIES, SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM OFFICE, hereinafter referred to as the "Department", and ORANGE COUNTY, FLORIDA, hereinafter referred to as the "County". The Department and the County may be referred herein individually as "Party", or collectively as "Parties."

RECITALS

WHEREAS, on August 26, 2013, as a result of issues surrounding mental health access, the Orange County Mayor convened the Youth Mental Health Commission, which was comprised of representatives from the State, County, and Nonprofit Sector to address children's mental health issues in order to create short and long term strategies for improvements and to provide assistance and service for a recognized vulnerable population; and

WHEREAS, on November 28, 2017, the "Youth Mental Health Management Network Consortium" (the "Consortium") was created by the members of the Youth Mental Health Commission and a Memorandum of Understanding (the "MOU") executed by the following entities: the County, the Department, Community Based Care of Central Florida, Inc., Central Florida Cares Health Systems, Inc., Federation of Families of Central Florida, Inc., the School Board of Orange County, Florida, Visionary Vanguard Group, Inc., the Heart of Florida United Way, Inc., and Magellan Complete Care; and

WHEREAS, the MOU established the method in which the Consortium would oversee and administrate a "Pilot Project" with the purpose of serving individuals who are 13 to 16 years old, who have had two or more inpatient hospitalizations within a 12 month period – with many of these readmissions having occurred within 30 days of discharge; and

WHEREAS, they will serve a minimum of 25 youth with an 85% youth and family satisfaction; and

WHEREAS, the County and the Department both agree that the administration of the Project would serve a valid public purpose.

NOW, THEREFORE, in consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all Parties, the Parties hereby agree as follows:

- I. **Recitals.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- II. **Length of Term.**

- A. This Agreement shall begin on August 15, 2020, or the date on which all Parties have signed, whichever is later, and shall end at midnight on June 30, 2021.
- B. This Agreement may be renewed or extended, contingent upon availability of funding and upon the mutual written Agreement of the Parties. The Department may terminate this Agreement at any time, with or without cause, by providing 30 days' written notice to the County.

Scope of Agreement: This Agreement provides \$50,000 to the County for the purpose of a Pilot Project, the goals of which are defined in Section IV below, to address the behavioral health needs of youth, between 13 and 16 years of age, in the County who have had two or more inpatient hospitalizations within a 12-month period.

III. Pilot Project Goals.

- A. The Goals of the Pilot Project shall be to:
 - 1. Decrease the percentage of re-hospitalizations for the population of focus on the community level.
 - 2. Increase the level of alignment with "System of Care" values, as established by the Consortium, among the Consortium-approved service providers at the system level.
 - 3. Increase youth and family functioning, at the individual and family level, across specific domains based on the individual's needs and strengths of youth and families.

IV. Tasks.

- A. **The Department shall:**
 - 1. Provide payment of \$50,000 to the County as described herein, subject to the availability of funds. This payment will be made upon receipt of an advance payment request in accordance with this Agreement.
- B. **The County shall:**
 - 1. Serve a minimum of five youth, but not more than 25 youth, with an 85% youth and family satisfaction.
 - 2. Submit quarterly performance reports that include the adolescent assessment, parental assessment and the youth/family survey. The quarterly reports shall be sent by January 15th, 2021, April 15th, 2021, and June 15th, 2021.
 - 3. Within 30 days after the termination of this Agreement, the County will provide the Department with final report(s) and/or documentation of the completion of tasks outlined above
 - 4. Submit a final expenditure report 30 days after the end of the fiscal year.

V. Audits. By executing this Agreement, the County agrees to comply with section 215.97, Florida Statutes (F.S.), the "Florida Single Audit Act", with regard to financial responsibilities and monitoring.

VI. Termination at Will.

- A. This Agreement may be terminated by either Party upon no less than 30 days' notice in writing to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by the Parties.
1. Should the Department terminate without default by the County, the County will not be responsible for reimbursement of any of the expended – or unexpended – funds that were dispersed to the County pursuant to this Agreement prior to the Department's date of termination.
 2. Should the County terminate without default by the Department, the County will return to the Department any funds that the County received from the Department pursuant to this Agreement that have not been expended as of the date of termination by the County.

VII. Financial Consequences – “If the County fails to meet the minimum level of service or performance identified in this Agreement the Department will impose increments of financial penalty that the County must pay; unless, the Department determines that extenuating circumstances exist. Extenuating circumstances shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance, in accordance with the following standards:

- The County will pay ten percent (10%) of the total contract value payment if the Department has determined that repeated noncompliance has a direct effect on client health and safety.
- The County will pay five percent (5%) of the total contract value if the Department had determined that repeated noncompliance does not have a direct effect on client health and safety.
- The County will pay two percent (2%) of the total contract value if the Department has determined that repeated noncompliance is a direct result of unacceptable performance of administrative tasks.”

VIII. Cooperation with Inspectors General. To the extent applicable, the Parties acknowledge and understand they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.

IX. No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or the Department's sovereign immunity or the protections and provisions of section 768.28, F.S.

X. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

XI. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement. Any counterpart may be delivered by any Party by transmission of signature pages to the other Party at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

XII. Liability. Neither Party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

XIII. HIPAA Privacy and Security Rules and the Florida Information Protection Act.

- A. Under this Agreement, each Party will limit its transmission of data to the other Party only to data that either:
1. is not protected health and/or personally identifiable information; and/or
 2. has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR §165.514.
- B. Should the need for the transmission of protected health and/or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health and/or personally identifiable information shall ensure – before that transmission – that:
1. a Business Associate Agreement is executed; and
 2. all the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

XIV. Administration of Agreement

- A. The managers of this Agreement are as followed:

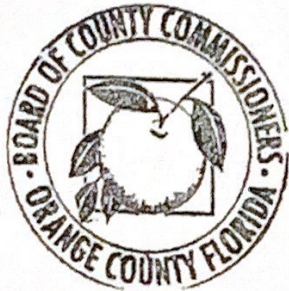
For the Department: Mary N Christie, FCC Substance Abuse and Mental Health Program Office, Department of Children and Families, 375 Commerce Parkway, Rockledge FL 32955.

For the County: Donna Wyche, Manager of Mental Health and Homeless Issues Division, 2002-A East Michigan Street, Orlando, Florida 32806.

- B. Notwithstanding XVII, either Parties' agreement manager may be changed without the formal amendment to the Agreement by providing written notice to the Party of the change. The Department shall provide a courtesy copy of all notices to the County to: Orange County Administrator, Administration Building, 5th Floor, 201 S Rosalind Avenue, Orlando, Florida 32802.

XV. Entire Agreement and Amendments. This Agreement represents the entire Agreement of the Parties and supersedes all previous communications on this subject, either written or oral, between the Parties. Except as provided in XVI.B, any changes or waivers of the Agreement will only be valid when they are written and signed by both Parties.

IN WITNESS WHEREOF, the Parties, attesting that they are duly authorized to enter into this Agreement, have executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
for Orange County Mayor

Date: November 10, 2020

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: *Phil Diamond*
Deputy Clerk

STATE OF FLORIDA – DEPARTMENT OF
CHILDREN AND FAMILIES

By: *Sharron Washington*
Sharron Washington
Regional Managing Director

Date: December 3, 2020