

**AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND
SPECIALIZED TREATMENT EDUCATION AND
PREVENTION SERVICES, INC (STEPS)
regarding
CARE COORDINATION AND COMPREHENSIVE NEEDS OF
PARENTS**

This Agreement for STEPS, Care Coordination and Comprehensive Needs of Parents Services ("Agreement") is entered into by and between the Orange County, a charter county and political subdivision of the State of Florida ("County"), located at 201 South Rosalind Avenue, Orlando, Florida, 32801, on behalf of the Orange County Corrections Department ("OCCD"), and Specialized Treatment Education and Prevention Services, Inc, ("STEPS") located at 1033 N. Pine Hills Road, Orlando, Florida 32808. The County and STEPS may be hereafter individually referred to as "party" or collectively as "parties."

RECITALS

WHEREAS, the County, through OCCD, houses inmates in its correctional facility ("Facility"); and

WHEREAS, the STEPS provides various services for eligible inmates through its education, prevention, and treatment service programs (collectively referred to as "Program"); and

WHEREAS, the County and OCCD recognize and acknowledge the importance of providing inmates with those services available under the Program;

WHEREAS, STEPS and County share a mutual goal of ensuring that eligible inmates, incarcerated within the Facility, have timely access to Program services; and

WHEREAS, the parties desire to enter into this Agreement to establish the role of each party for ensuring and providing Program services for eligible inmates housed within the Facility, in accordance with the terms and conditions set forth herein; and

WHEREAS, the County has determined the providing of the Program services for inmates, through OCCD, as contemplated under this Agreement, to serve a valid public purpose.

NOW AND THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth in this Agreement, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

Section 2. Responsibilities of County.

The County, through OCCD, shall be responsible for the following:

- 2.1 Having a process in place for identifying inmates in need of care coordination and or comprehensive needs of parents/parenting at the time of booking.
- 2.2 Submitting, via designated facsimile or electronic communication, STEPS referral forms, and signed STEPS release of information forms requesting outreach services for inmates at the Facility.

- 2.3 Providing the appropriate location for, and the coordination of, individual meetings between STEPS staff and inmates, to include identifying the housing location (Mental Health, Medical or General Population housing) for each inmate interviewed.
- 2.4 Scheduling quarterly cross-functional meetings with STEPS representatives, OCCD staff, and OCCD health services staff to ensure continuum of care for eligible inmates.
- 2.5 Contacting STEPS program specialist for consultation and/or coordination of care, as needed.
- 2.6 County shall designate an individual to serve as a contract liaison between STEPS and OCCD for the Program services provided under this Agreement ("OCCD Liaison") and shall provide STEPS with the respective individual's name and contact information.

Section 3. Responsibilities of STEPS.

STEPS shall be responsible for the following:

- 3.1 Determining inmate eligibility for the receiving of Program services under this Agreement and providing confirmation of such eligibility to OCCD.
- 3.2 Providing referral forms and release of information forms for the County to use when requesting Program services for inmates.
- 3.3 Reviewing referrals to determine if self-identified inmates are eligible for Program services under this Agreement.
- 3.4 Working with OCCD staff to coordinate individual interviews with approved inmates.
- 3.5 Providing outreach services and/or continuity of care services for inmates on a regular basis.
- 3.6 Providing OCCD with release of information forms, enrollment forms, and Inmate Referral forms for inmates requesting such forms.
- 3.7 Conducting in person screenings with inmates as needed.
- 3.8 Providing a list of Facility inmates to be seen by Program staff.
- 3.9 Providing OCCD with diagnosis and care coordination plan of inmates who have signed a release of information form, as needed.
- 3.10 Participating in phone conferences with OCCD as needed.
- 3.11 Scheduling post-release appointments with inmates to ensure continuity of care.
- 3.12 Designating an individual to serve as a contract liaison between STEPS and OCCD for the Program services provided under this Agreement ("STEPS"). STEPS shall provide OCCD with the respective individual's name and contact information. STEPS shall ensure that this information is updated accordingly.

Section 4. Term and Termination.

- 4.1 *Term.* The term of this Agreement shall commence upon execution of the last signing party for a period of one (1) year with up to four (4) automatic one-year renewals, unless otherwise terminated by either party.
- 4.2 *Termination.* This Agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days notice in writing to the other party. Termination of this Agreement, by either party, shall comply with the notice requirements set forth in Section 17 of this Agreement.

Section 5. Prohibit Entry and Removal from Premises. The County or OCCD may, at its sole discretion,

prohibit entry into the Facility or authorize the removal of any STEPS employee, representative, agent, or volunteer from the Facility or County premises at any time.

Section 6. Points of Contact. For all matters relating to the day-to-day operation between the parties involving the Program, the point of contact for each party shall be as identified in Exhibit "A", attached hereto, and incorporated by reference. In the event either party changes its respective point of contact individual(s), as identified in Exhibit "A", notice of such change, including updated contact information, shall be provided, in writing, to the other party.

Section 7. SAFETY AND PROTECTION OF PROPERTY

The STEPS shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury, or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The STEPS shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

INSURANCE REQUIREMENTS

STEPS agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by STEPS is not intended to and shall not in any manner limit or qualify the liabilities assumed by STEPS under this contract. STEPS is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The STEPS shall require and ensure that each of its sub-Vendors/sub- Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to

the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

Commercial General Liability – STEPS shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. STEPS further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.

Business Automobile Liability – STEPS shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the STEPS does not own automobiles the STEPS shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation – STEPS shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

Sexual Abuse and Molestation – with a limit of not less than \$100,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of STEPS most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis STEPS agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract STEPS agrees to purchase the SERP with a minimum reporting period of not less than two years. The purchase of the SERP shall not relieve STEPS of the obligation to provide replacement coverage. **By entering into this contract STEPS agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in**

favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit STEPS to enter into a pre-loss agreement to waive subrogation without an endorsement, then STEPS agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract STEPS shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance STEPS shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that STEPS has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. STEPS shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. STEPS shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

INDEMNIFICATION

To the fullest extent permitted by law, the STEPS shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of STEPS or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Count

Section 8. No Financial Obligations. All Program services provided by STEPS under this Agreement shall be at no cost to the County or OCCD. STEPS agrees to be solely responsible for any and all costs and expenses incurred relating to the Programs and its participation under this Agreement.

Section 9. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner as, creating or establishing the relationship of principal/agent, employer/employee, or joint venture partnership between STEPS and County.

Section 10. Applicable Laws. This Agreement, and all documents and actions performed pursuant to it, shall be governed by the applicable statutes, regulations, directives, and procedures of the United States and the State of Florida. Unless otherwise required by law, all work undertaken by STEPS in connection with this Agreement shall be consistent with the respective party's policies and procedures.

Section 11. Attorney's Fees and Costs. The parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees and costs incurred in connection with this Agreement and any dispute that arises either directly or indirectly from this Agreement.

Section 12. Public Records Compliance Requirements. STEPS shall comply with federal and/or State law, as applicable.

Section 13. Equal Opportunity and Non-Discrimination. Neither party, performing under this Agreement, shall discriminate against any worker, vendor, employee or applicant, or any member of the public because of race, creed, color, sex, age, or national origin, nor otherwise commit an unfair employment practice on such basis.

Section 14. Assignment. The parties deem the Program services rendered under this Agreement to be personal in nature. STEPS shall not assign any rights or duties under this Agreement to any other party without prior written consent of the County. If STEPS attempts to assign any of its rights or duties without the required prior written permission from the County, the County may, in its sole discretion, declare this Agreement to be void.

Section 15. No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or in any way be construed to be, a waiver of the sovereign immunity or other protections of the County and/or STEPS provided for under Section 768.28, Florida Statutes, or federal law, respectively.

Section 16. Use of County Logo. STEPS is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

Section 17. Notices. Notices to either party, provided for herein, shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses, or to such other addresses as may be determined, in writing, by the parties:

To the County:

Orange County Corrections Department
Attn: Contract and Agreement Monitor/ Evaluator
Orange County Corrections Fiscal Division
P.O. Box 4970
Orlando, Florida 32802-4970

AND

Orange County Administrator
Administration Building 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

To STEPS:

STEPS Inc

Attn: CEO
1033 N. Pine Hills Road
Orlando, Florida 32808

Section 18. Tobacco Free Campus. All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to all parking lots, parks, break areas, and worksites. This shall also be applicable to STEPS, its employees, agents, and volunteers during their performance under this Agreement either within the Facility or on any other County-owned property. Tobacco is defined as tobacco

products including, but not limited to, cigars, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

Section 19. Third-Party Rights. The provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person or entity.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with federal and/or State laws, as applicable.

Section 21. Dispute Resolution. The parties agree that, in the event of a dispute between the parties, the parties shall endeavor to resolve the dispute in an informal fashion through consultation and communication. In the event such measures fail to resolve the dispute, the parties may refer the matter to an appropriate official that is agreeable to both parties.

Section 22. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 23. Amendments and Modifications. No modification or amendment of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Section 24. Headings. The heading or captions of the sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of, or be taken into consideration in, interpreting this Agreement.

Section 25. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 26. Entire Agreement. This Agreement, and any documents incorporated herein, sets, and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____


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

By: _____

Deputy Clerk

Date: _____

STEPS, Inc

By:  _____

Title: CEO _____

Date: 5/10/2024 _____

EXHIBIT "A"

POINTS OF CONTACT LIST

Orange County /OCCD:

Primary *Amy Hunziker*
3723 Vision Blvd.
Orlando, FL 32839
(407)-836-3101
Amy.hunziker@ocfl.net

STEPS Cheryl Bello CEO
STEPS, Inc
1033 N. Pine Hills Road
Orlando, Florida 32808
(407)879-1201