



Interoffice Memorandum

AGENDA ITEM

April 8, 2020

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

THRU: Yolanda G. Martínez, EdPhD., PhD., Director  
Health Services Department

*J. Goodrich*

FROM: Thomas Hall, Director *t hall*  
Drug Free Office  
**Contact: (407) 836-7319**

SUBJECT: 2020-2022 State of Florida ODMAP Statewide Expansion and Response Project Grant Award  
**Consent Agenda – April 21, 2020**

The Health Services Department is requesting approval and execution of an agreement between the Seminole County Sheriff’s Office and Orange County Board of County Commissioners, for the State of Florida Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project Award. The primary goal of the project is to use ODMAP data to develop a rapid response plan to spikes in suspected overdoses, overdose-related deaths, or emerging drug threats.

The rapid response plan enables government and community agencies to mobilize in a better coordinated, predetermined manner. The response plan enhances existing resources in geographical areas experiencing suspected overdose spikes. The plan will leverage existing community support systems to activate volunteer outreach teams to increase “boots on the ground” in areas designated as spike zones. The project includes enhanced information dissemination and access to treatment and support resources. The Orange County Drug-Free Office will oversee the implementation and evaluation of the proposed project.

The State of Florida ODMAP Statewide Expansion and Response Project begins on May 1, 2020 and continues through April 30, 2022 in the award amount of \$80,000. In order to execute contracts beginning May 1, 2020, Board approval to accept the award is needed. Staff is also requesting for the County Mayor or designee to approve any increases or decreases in the award amount. No match required by the County.

**ACTION REQUESTED:** Approval and execution of the Seminole County Sheriff’s Office Subrecipient Agreement for the Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project Cross Sector Partnership Local Site by and between Dennis M. Lemma and Orange County Florida in the amount of \$80,000 beginning on May 1, 2020 through April 30, 2022, and approval for the County Mayor or designee to approve any increases or decreases in the award amount. No County match required. **(Health Services Department)**

C: Danny Banks, Deputy County Administrator, County Administrator’s Office  
John Goodrich, Deputy Director, Health Services Department

BCC Mtg. Date: April 21, 2020

**SEMINOLE COUNTY SHERIFF'S OFFICE  
SUBRECIPIENT AGREEMENT FOR THE  
OVERDOSE DETECTION MAPPING APPLICATION PROGRAM  
(ODMAP) STATEWIDE EXPANSION AND RESPONSE PROJECT  
CROSS SECTOR PARTNERSHIP LOCAL SITE**

**THIS AGREEMENT** made and entered into the \_\_\_\_\_ day of April, 2020 by and between **Dennis M. Lemma**, as Sheriff of Seminole County on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO;" and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Ave, Orlando, Florida 32801, hereinafter referred to as "SUBRECIPIENT." SCSO and SUBRECIPIENT may be individually referred to herein as "party" or collectively as "parties."

**WITNESSETH:**

**WHEREAS**, on September 1, 2019, the Institute for Intergovernmental Research (IIR) through Federal Grant 2017-AR-BX-K003 Comprehensive Opioid Abuse Program Training and Technical Assistance Program from the United States Department of Justice (DOJ), Office of Justice Programs (OJP), awarded a sub-award to SCSO for the Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project (Grant Number 2019-ODMAP-026) in the amount of Seven Hundred Thousand Dollars (\$700,000) over a two (2) year period to support the statewide adoption of ODMAP and support the development of highly coordinated responses to the ODMAP data focusing on "hot spots" and trends of concern; and

**WHEREAS**, SUBRECIPIENT will create Cross-Sector Partnerships to develop highly coordinated public safety, behavioral health and public health responses to the data acquired through the ODMAP program for the ODMAP Statewide Expansion and Response Project, hereinafter referred to as the "Project"; and

**WHEREAS**, SCSO has authorized funding of SUBRECIPIENT, whose programs and services and the furtherance thereof, are deemed to accomplish the goals of the Project; and

**WHEREAS**, the SUBRECIPIENT hereby warrants and represents to SCSO that it is competent and otherwise able to provide such programs and services; and

**WHEREAS**, SCSO will provide Project oversight, planning assistance, and monitoring of SUBRECIPIENT to ensure the Project activities continue to be developed and implemented in accordance with the approved IIR Grant Program application, applicable laws, and regulations.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

**SECTION 1: GENERAL PROVISIONS**

(a). The term "SUBRECIPIENT" as used in this Agreement is herein defined as that person or entity, including employees, servants, partners, principals, agents, and assignees providing services under this Agreement.

(b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(c). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the SUBRECIPIENT certify they are authorized to bind SUBRECIPIENT fully to the terms of this Agreement.

(d). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement.

(e). When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(f). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting SUBRECIPIENT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever. SUBRECIPIENT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(g). Persons employed by SUBRECIPIENT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.

(h). No claim for services furnished by SUBRECIPIENT not specifically provided for herein shall be honored by SCSO.

(i). This Agreement is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency. If, for any reason, such funds are not

granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled or otherwise made unavailable, in whole or in part, SCSO may terminate or modify this Agreement, effective immediately upon written notice to SUBRECIPIENT. Applicable costs incurred up to the effective date of the termination will be reimbursed by SCSO.

## **SECTION 2: SCOPE OF WORK**

SUBRECIPIENT shall perform services as set forth in **Exhibit A, Scope of Work** and as may be amended, from time to time with written approval of SUBRECIPIENT and SCSO. Significant changes to the Scope of Work will also require approval from IIR and BJA.

## **SECTION 3: SUBRECIPIENT UNDERSTANDING OF SERVICES REQUIRED**

Execution of this Agreement by SUBRECIPIENT is a representation that SUBRECIPIENT is familiar with the services to be provided and/or performed.

## **SECTION 4: SUBRECIPIENT RESPONSIBILITIES**

(a). SUBRECIPIENT shall be responsible for the professional quality, accepted standards, technical accuracy, and the coordination of all services furnished by SUBRECIPIENT under this Agreement. SUBRECIPIENT shall work closely with SCSO on all aspects of the provision of the services.

(b). The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(c). By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 45 C.F.R. Part 75.327-75.335 ("Procurement Standards".)

(d). SUBRECIPIENT shall adhere to the SUBRECIPIENT'S travel policies and procedures for all travel required as a part of the Project. All travel expenses must conform to the limits established by the US General Services Administration (GSA) as published at <http://www.gsa.gov>.

(e). Any Grant Program funded, non-expendable personal property acquired by SUBRECIPIENT to perform the services stated herein and approved by SCSO hereunder shall be subject to Federal, State and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any Grant Program funded non-expendable personal property shall be returned to SCSO in accordance with the aforesaid provisions.

(f). Due to the nature of the ODMAP Statewide Expansion and Response award, SUBRECIPIENT acknowledges it will be exposed to data sets within Florida as

well as to national data. SUBRECIPIENT agrees it does not have the authority to disseminate data unless it originated from an agency within SUBRECIPIENT.

#### **SECTION 5: SCSO RIGHTS AND RESPONSIBILITIES**

(a). SCSO shall reasonably cooperate with SUBRECIPIENT in a timely fashion at no cost to SUBRECIPIENT as set forth in this Section.

(b). SCSO shall furnish a SCSO Representative, as appointed by the designated representative to administer, review, and coordinate the provision of work.

(c). SCSO shall make SCSO personnel available where, in SCSO's opinion, they are required and necessary to assist SUBRECIPIENT. The availability and necessity of said personnel to assist SUBRECIPIENT shall be determined solely at the discretion of SCSO.

(d). SCSO shall examine all of SUBRECIPIENT's services and indicate SCSO's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of SUBRECIPIENT.

(e). SCSO shall transmit instructions, relevant information, and provide interpretation and definition of SCSO policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f). SCSO shall give written notice to SUBRECIPIENT whenever SCSO's designated representative knows of a development that affects the services provided and performed under this Agreement, timing of SUBRECIPIENT provision of services, or a defect or change necessary in the services of SUBRECIPIENT.

(g). The rights and remedies of SCSO provided for under this Agreement are in addition to any other rights and remedies provided by law; SCSO may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.

#### **SECTION 6: COMPENSATION**

(a). Compensation and all financial matters shall be provided by SCSO to SUBRECIPIENT as set forth in Exhibit B, Compensation.

(b). All Grant Program funds paid by SCSO to SUBRECIPIENT shall be on an invoice basis only and limited to documented and approved Project services rendered. Cash advances to SUBRECIPIENT are not permitted. SCSO hereby agrees to reimburse SUBRECIPIENT up to a maximum sum of Eighty Thousand Dollars (\$80,000) for all services and activities hereunder provided by SUBRECIPIENT during the term of this Agreement. Travel plans and expenses incurred by SUBRECIPIENT that have not been preapproved by SCSO shall not be reimbursed.

## **SECTION 7: INVOICE PROCESS**

(a). Invoices shall be submitted in the format in **Exhibit E**. Invoices shall be submitted on a monthly basis by the 20<sup>th</sup> day following the end of the previous month. Invoices without disputable items will be processed for payment within thirty (30) days of receipt of an approved invoice by SCSO.

(b). SUBRECIPIENT will be notified of any disputable items contained in invoices submitted by SUBRECIPIENT within fifteen (15) days of receipt by SCSO with an explanation of the deficiencies.

(c). SCSO and SUBRECIPIENT will make every effort to resolve all disputable items contained in SUBRECIPIENT invoices.

(d). Each invoice shall reference this Agreement and billing period.

(e). Invoices are to be forwarded directly to:

**Procurement and Agreements Section  
Seminole County Sheriff's Office  
100 Eslinger Way  
Sanford, Florida 32773  
[odmap@seminolesheriff.org](mailto:odmap@seminolesheriff.org)**

(f). SUBRECIPIENT shall submit its final invoice for reimbursable expenses to SCSO on or before September 10, 2021.

## **SECTION 8: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT**

SUBRECIPIENT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement with all services to be performed consistent with the provisions of **Exhibit A**.

## **SECTION 9: TERM/LENGTH OF AGREEMENT**

This Agreement shall commence upon execution by both parties and shall terminate on August 31, 2021, the date of signature by the Parties notwithstanding or until terminated pursuant to the terms of this Agreement.

## **SECTION 10: DESIGNATED REPRESENTATIVES**

(a). SCSO designates SCSO's Procurement and Agreements Manager or his/her designated representative, to represent SCSO in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). SCSO's Procurement and Agreements Manager, or his/her designated representative, shall have the following responsibilities:

(1). Examination of all work of SUBRECIPIENT (other than data which is regulated or governed by HIPAA and/or other privacy requirements);

(2). Transmission of instructions, receipt of information, and interpretation and definition of SCSO's policies and decisions with respect to the work covered by this Agreement;

(3). Giving prompt written notice to SUBRECIPIENT whenever SCSO's designated representative knows of a defect or change necessary in the project; and

(4). Coordinating and managing SUBRECIPIENT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c). Until further notice from SCSO, the designated representative for this Agreement is:

Barbara Taylor, Manager  
Procurement and Agreements  
Seminole County Sheriff's Office  
100 Eslinger Way  
Sanford, Florida 32773

(d). SUBRECIPIENT's designated representative is:

Thomas Hall, Ph.D.  
Orange County Drug-Free Office  
109 East Church Street, Suite 405  
Orlando, Florida 32801

#### **SECTION 11: TERMINATION/SUSPENSION OF AGREEMENT**

Either party may terminate this Agreement at any time and for any reason or convenience in accordance with the following procedures.

(a) In the event that termination is proposed for the convenience of either party, a party shall determine whether to terminate this Agreement. The terminating party shall give the other party at least sixty (60) days' prior written notice of any termination for convenience.

(b) In the event of any cause determined to exist by a party, such party's designated representative shall send a certified letter to the other party requesting the other party show cause why this Agreement should not be terminated. If assurance

satisfactory to the terminating party of corrective measures to be made within a reasonable time is not given to the terminating party within thirty (30) calendar days of the date of the letter, the terminating party shall determine whether to terminate this Agreement.

(c) If a party acts to terminate this Agreement, the terminating party shall send a certified letter notifying the other party of such determination, the other party shall cease work immediately upon receipt of said certified letter notifying the other party of the terminating party's decision to terminate this agreement. In the event of termination, the other party shall reasonably assist the terminating party in transitional activities and recordkeeping as may be reasonably necessary.

(d) In the event that this Agreement is terminated for cause and the other party does not agree that any cause exists, then this Agreement shall be deemed terminated for convenience (as outlined in Section 11(a) above) by the terminating party without any recourse by the other party.

(e) SCSO shall not be obligated to pay for any services provided or costs incurred by SUBRECIPIENT after SUBRECIPIENT has received or issued its own notice of termination, except for those services rendered by SUBRECIPIENT but unpaid by SCSO. Upon said termination, SUBRECIPIENT shall immediately refund to SCSO all unexpended Grant Program funds in its possession or otherwise utilize such funds as SCSO directs, except that SUBRECIPIENT shall not be required to return any unexpended Grant Program funds for services rendered. SCSO shall not be liable to pay or reimburse any Project services or costs incurred after the date of any notice of termination, unless SCSO otherwise directs SUBRECIPIENT to provide services for which SCSO shall pay SUBRECIPIENT.

(f) If SCSO shall learn that Grant Program funding from the Federal Grantor agency or alternative, comparable funding from the Federal Government or State of Florida cannot be obtained or continued on a matching basis, this Agreement may be terminated immediately, at the option of SCSO, by written notice of termination to SUBRECIPIENT as provided hereinafter. SCSO shall not be obligated to pay for any Project services provided or costs incurred by SUBRECIPIENT after SUBRECIPIENT has received such notice of termination. In the event there are any unused or unencumbered SCSO funds, SUBRECIPIENT shall promptly refund those funds to SCSO or otherwise use such funds as the SCSO directs, except that SUBRECIPIENT shall not be required to return any unused or unencumbered funds for services rendered.

## **SECTION 12: INDEMNITY**

(a). Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment,



or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by either party. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

(b). Adequate consideration has been provided to each party for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c). The execution of this Agreement by the parties shall obligate the parties to comply with the indemnification provision in this Agreement; provided, however, that parties must also comply with the provisions of this Agreement relating to insurance coverages.

(d). Each party shall submit a report to the other party within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

### **SECTION 13: INSURANCE**

(a). Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

(b). The SUBRECIPIENT agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

(c). Upon request the SUBRECIPIENT shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the SCSO agrees to find acceptable for the coverage mentioned above.

(d). SCSO's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the PUBLIC ENTITY of its liability and obligations under this agreement.

(e). The SUBRECIPIENT shall require all contractors performing work within the SCSO's right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

## **SECTION 14: EMPLOYEES/INDEPENDENT SUBRECIPIENTS**

(a). SUBRECIPIENT may engage employees and/or independent contractors at its discretion and is responsible for all such employees and/or independent contractors.

(b). SUBRECIPIENT shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(c). SCSO will not intentionally award publicly-funded contracts to any SUBRECIPIENT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*]. SCSO shall consider the employment by the SUBRECIPIENT of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by SUBRECIPIENT of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for termination of this Agreement.

(d). SUBRECIPIENT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to SCSO. SUBRECIPIENT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(e). SUBRECIPIENT shall ensure that all services are provided to SCSO after SUBRECIPIENT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(f). If applicable, in accordance with Section 216.347, *Florida Statutes*, SUBRECIPIENT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(g). SUBRECIPIENT shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(h). SUBRECIPIENT shall not knowingly engage in any action that would create a conflict of interest in the performance of any actions of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

## **SECTION 15: REPORTING REQUIREMENTS**

(a.) Monthly progress reports are required by IIR and shall be submitted to IIR via the IIR Reporting Portal by the 7<sup>th</sup> day of the following month (or on the next business day if the 7<sup>th</sup> falls on a weekend or holiday).

(b.) Quarterly performance reports are required by IIR and shall be submitted to IIR via the IIR Reporting Portal by the 20<sup>th</sup> day of the month following the end of each quarter (January, April, July, October).

(c.) Quarterly performance reports are required by SCSO and shall be submitted via email to [ODMAP@seminolesheriff.org](mailto:ODMAP@seminolesheriff.org) by the 20<sup>th</sup> day of the month following the end of each quarter (January, April, July, October).

## **SECTION 16: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS**

(a.) SUBRECIPIENT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b.) SUBRECIPIENT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision of services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

(c.) SCSO may perform, or cause to have performed an audit of the records of SUBRECIPIENT before or after final payment to support final payment issued hereunder. This audit shall be performed at a time mutually agreeable to SUBRECIPIENT and SCSO subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to SUBRECIPIENT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to SUBRECIPIENT. If such audit confirms that SUBRECIPIENT was underpaid, SUBRECIPIENT shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay final payment as required by this Section. SUBRECIPIENT shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.

(d.) In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e). In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, SUBRECIPIENT shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.

(f). SUBRECIPIENT shall keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. Upon request from SCSO's Custodian of Public Records, SUBRECIPIENT shall provide SCSO 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. SUBRECIPIENT shall 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 SUBRECIPIENT does not transfer the records to SCSO. Upon completion of the Agreement, SUBRECIPIENT shall transfer, at no cost, to the public agency all public records in possession of SUBRECIPIENT or keep and maintain public records required by SCSO to perform the services provided within the scope of this Agreement. If SUBRECIPIENT transfers all public records to SCSO upon completion of the Agreement, SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains public records upon completion of the Agreement, SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCSO upon request from SCSO's Custodian of Public Records, in a format that is compatible with the information technology systems of SCSO.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE AT 407-665-6690, EMAIL AT [recordsrequest@seminolesheriff.org](mailto:recordsrequest@seminolesheriff.org), OR VIA MAIL AT 100 ESLINGER WAY, SANFORD, FL 32773.

(g). SUBRECIPIENT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(h). Both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes. As such, each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records

in its custody in violation of Chapter 119, Florida Statutes.

**SECTION 17: EQUAL EMPLOYMENT OPPORTUNITY**

SUBRECIPIENT agrees that it will not discriminate against any employee, applicant for employment for work or any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed, employees are treated during employment and eligible persons receive such services without regard to race, color, religion, sex, age, national origin or disability.

**SECTION 18: DAVIS BACON ACT REQUIREMENTS**

If applicable, SUBRECIPIENT must comply with the requirements of the Davis Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).

**SECTION 19: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

If applicable, SUBRECIPIENT must comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**SECTION 20: CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

If applicable, SUBRECIPIENT must comply with the requirements of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended from time to time.

**SECTION 21: DEBARMENT AND SUSPENSION**

Federally awarded contracts must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM). By executing this Agreement, SUBRECIPIENT is certifying SUBRECIPIENT is not currently on this list and will immediately notify SCSO if SUBRECIPIENT is placed on the list.

**SECTION 22: RECOVERED MATERIALS**

SUBRECIPIENT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Items procured under this Agreement must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year.

## **SECTION 23: SECURITY**

SUBRECIPIENT shall provide all information requested by SCSO pertaining to employees of SUBRECIPIENT who will be providing services as set forth in this Agreement for the purposes of conducting a background check on said employees. SCSO, at its sole discretion, based upon the results of the background check, may deny access to SCSO's facilities to any employee of SUBRECIPIENT. SCSO may also deny access to any employee of SUBRECIPIENT who in the sole determination of SCSO presents a security risk. It is the responsibility of SUBRECIPIENT to promptly replace any individual who is denied access to SCSO's facilities. Dependent upon the level of access to SCSO's facilities, SUBRECIPIENT's employees may be required to complete additional training in order to access SCSO's facilities.

## **SECTION 24: ASSIGNABILITY**

SUBRECIPIENT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written SCSO approval. When approved by SCSO, written notice of such assignment or transfer shall be furnished promptly to SCSO.

## **SECTION 25: CONTROLLING LAWS/VENUE/INTERPRETATION**

- (a). This Agreement is to be governed by the laws of the State of Florida.
- (b). Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.
- (c). This Agreement is the result of *bona fide* arms length negotiations between SCSO and SUBRECIPIENT and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- (d). In providing all services pursuant to this Agreement, SUBRECIPIENT shall comply with the Notice of Award issued to SCSO attached hereto and incorporated herein as **Exhibit D** and all applicable federal, state, and local statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those not in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle SCSO to terminate this Agreement immediately upon delivery of written notice of termination to SUBRECIPIENT as provided herein.

## **SECTION 26: FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed

or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future (excluding payment for services); provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

#### **SECTION 27: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT**

(a). This Agreement, together with the exhibits, if any, constitutes the entire Agreement between SCSO and SUBRECIPIENT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b). This Agreement may only be amended, supplemented, terminated, or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, termination or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

#### **SECTION 28: NOTICES**

(a). Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For SCSO:  
Barbara Taylor, Manager  
Procurement and Agreements  
Seminole County Sheriff's Office  
100 Eslinger Way  
Sanford, Florida 32773

For SUBRECIPIENT:  
Thomas Hall, Ph.D.  
Orange County Drug-Free Office

109 East Church Street, Suite 405  
Orlando, Florida 32801

**AND**

Orange County Administration  
Attn: Deputy County Administrator of Public Safety  
201 South Rosalind Ave.  
5<sup>th</sup> Floor  
Orlando, Florida 32801

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. Each party agrees not to claim any waiver by the other party of such notice requirements based upon the other party having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of a party to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

**SECTION 29: WAIVER**

The failure of a party to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to a party hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**SECTION 30: EXHIBITS**

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

**SECTION 31: CAPTIONS**

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

**SECTION 32: SEVERABILITY/CONSTRUCTION**

(a). If any term, provision, or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and



each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

### **SECTION 33: ALTERNATIVE DISPUTE RESOLUTION (ADR)**

(a). In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exercise best efforts to resolve disputes through voluntary mediation.

(b) Each party agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the other party.

(c) In the event that a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

(d) The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

### **SECTION 34: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

### **SECTION 35: GRANT INFORMATION**

See **Exhibit C** for information required for all subawards to this Federal Grant.

***IN WITNESS WHEREOF***, the Parties hereto have made and executed this Agreement on the respective dates under each signature: SCSO and SUBRECIPIENT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

**[ SIGNATURES ON FOLLOWING PAGE ]**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: SCSO and SUBRECIPIENT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.



Orange County, Florida

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

Date: APR 21 2020

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

*Phil Diamond*

By: Deputy Clerk

**Seminole County Sheriff's Office**

*Barbara Taylor*

Witness

*Lisa Spriggs*

Lisa Spriggs, Chief of Administrative  
Services

Date: May 1, 2020

**Exhibits:**

- A – Scope of Work
- B – Compensation
- C – Required Grant Information
- D – SCSO Notice of Award
- E – Monthly Subawardee Invoice

## EXHIBIT A SCOPE OF WORK

SUBRECIPIENT shall provide Project activities as outlined below and as per SUBRECIPIENT's response to the Project RFP (attached as **Exhibit A – Attachment 1**). All activities will be coordinated with and approved by SCSO.

1. SUBRECIPIENT shall form an organizational structure that includes as a minimum, public safety, public health and behavioral health agency representatives and data analysts to work collaboratively on the Project.
2. SUBRECIPIENT shall form an executive leadership workgroup which shall meet monthly. The executive leadership workgroup must be operational before May 1, 2020.
3. SUBRECIPIENT shall form a data-focused workgroup, composed of mid-level management staff and data analysts, that will meet at least monthly to achieve the data analysis goals of the project. The data-focused workgroup must be operational before May 1, 2020.
4. SUBRECIPIENT shall form a larger stakeholder workgroup that will meet quarterly to ensure community perspectives are considered in the Project. The stakeholder workgroup must be operational within six (6) months of subaward start date.
5. SUBRECIPIENT shall attend and participate in monthly Project calls with the Bureau of Justice Assistance (BJA), IIR and other Project partners.
6. SUBRECIPIENT shall send three (3) members from different sectors to two (2) convenings in Washington, DC. Travel expenses shall be pre-approved by SCSO.
7. SUBRECIPIENT shall develop a plan to respond to the data collected in ODMAP. This response shall:
  - a. Identify frequency and format for data sharing.
  - b. Define spikes and hot spots.
  - c. Identify appropriate interventions.
8. SUBRECIPIENT shall comply with the US Department of Justice regulations on confidentiality and human subject protection. See Evidence, Research, and Evaluation Guidance and Requirements at <https://ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm>. SUBRECIPIENT shall provide documentation of compliance with this requirement prior to data collection.

9. Reporting:

- a. SUBRECIPIENT shall submit monthly status reports by the seventh day of each month via the online portal at <https://odmap.coapresources.org/PM>.
- b. SUBRECIPIENT shall submit workgroup membership form via the online portal at <https://odmap.coapresources.org/PM>.
- c. SUBRECIPIENT shall submit quarterly performance measure reports by the twentieth day of the month following the end of each quarter (January, April, July, October) via the online portal at <https://odmap.coapresources.org/PM>.
- d. SUBRECIPIENT shall submit quarterly performance measure reports by the twentieth day of the month following the end of each quarter (January, April, July, October) via email to [ODMAP@seminolesheriff.org](mailto:ODMAP@seminolesheriff.org).
- e. As part of Project Closeout, SUBRECIPIENT shall submit a Lessons Learned document. This document will show what the SUBRECIPIENT learned during the project, what worked well and what the SUBRECIPIENT would do differently to have a better outcome. SCSO may provide SUBRECIPIENT with a project closeout checklist for final project monitoring. SUBRECIPIENT shall be required to upload all project documents into the SCSO SharePoint site.

10. Financial:

- a. SUBRECIPIENT shall comply with the requirements detailed in the DOJ Grants financial guide at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).
- b. SUBRECIPIENT shall comply with the requirements detailed in 2 CFR 200 Uniform Guidance at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).
- c. SUBRECIPIENT shall not use Project funds for food and/or beverage expenses for training sessions, meetings, conferences or other similar functions.
- d. If SUBRECIPIENT received \$750,000 or more in Federal funds during the fiscal year, SUBRECIPIENT shall have a single or program specific audit conducted for that fiscal year.

11. Performance Measurements:

- a. SUBRECIPIENT shall submit quarterly performance measures as outlined in Section 9d above.
- b. SUBRECIPIENT shall submit the following documentation each quarter to SCSO to document their progress in achieving the objectives of the subaward.

|    | Performance Measure   | Measurement  | Documentation                            |
|----|---|--|--|
| 1. | Establish Orange County Rapid Response Plan Executive Leadership Group  | Leadership Group established by May 1, 2020  | Initial Meeting Agenda and Sign In Sheet |
|    |   | Identify Key Stakeholders  | Initial Meeting Agenda and Sign In Sheet |
|    |   | Monthly Meetings   | Meeting Agendas and Sign In Sheets       |
|    |   | Follow up on group agenda action items   | Meeting Agendas                          |
| 2. | Establish Data focused workgroup  | Workgroup established by May 1, 2020   | Initial Meeting Agenda and Sign In Sheet |
|    |   | Identify Key Stakeholders  | Initial Meeting Agenda and Sign In Sheet |
|    |   | Monthly meetings   | Meeting Agendas and Sign In Sheets       |
|    |   | Follow up on group agenda action items   | Meeting Agendas                          |
| 3. | Establish Stakeholder workgroup   | Workgroup established by May 1, 2020   | Initial Meeting Agenda and Sign In Sheet |
|    |   | Identify Key Stakeholders  | Initial Meeting Agenda and Sign In Sheet |
|    |   | Quarterly meetings   | Meeting Agendas and Sign In Sheets       |
|    |   | Follow up on group agenda action items   | Meeting Agendas                          |
| 4. | Utilize ODMAP data to develop a rapid response plan to spikes in suspected overdoses, overdose related deaths or emerging drug threats.   | Development of Rapid Response Plan within 30 days of subaward commencement                                 | Rapid Response Plan                      |
| 5. | Rapid Response Plan Operational   | Within 45 days of subaward commencement  | Proof of plan implementation             |
| 6. | Leverage existing community support systems to activate volunteer outreach teams to increase outreach to areas designated as spike zones. | Maintain list of existing community support systems (with contact information);                            | Provide list of systems                  |
|    |   | Tracking weekly volunteer outreach metrics such as contact made with OD victim and outcome of the outreach | Report on volunteer outreach activities  |
|    |   | Create document indicating spike zone identification   | Report on spike zone identification      |
| 7. | Development of an electronic database providing real time accessibility to outpatient and inpatient treatment                             | Operational within 90 days of subaward commencement  | Provide proof of database operation.     |

**EXHIBIT A – ATTACHMENT 1  
SUBRECIPIENT PROPOSAL**

**EXHIBIT B  
COMPENSATION**

SUBRECIPIENT will be reimbursed for eligible expenses in support of the Project. The maximum compensation for this Agreement will be Eighty Thousand Dollars (\$80,000) (\$40,000 per grant year).

All purchases/contracts shall be submitted by SUBRECIPIENT for approval prior to the purchase as per Section 4d of the Agreement.

All travel expenses shall be preapproved by SCSO and shall be submitted by SUBRECIPIENT on a form approved by SCSO in accordance with Section 6 of the Agreement.

SUBRECIPIENT shall submit an invoice on a form approved by SCSO as per Section 7 of this Agreement.

SUBRECIPIENT Budget:

|                           | Year One | Year Two |
|---------------------------|----------|----------|
| Personnel                 |          |          |
| Travel                    | 4,100    | 4,100    |
| Contractual               | 5,000    | 5,000    |
| Equipment/Supplies        | 21,900   | 21,900   |
| Total Annual Costs        | 40,000   | 40,000   |
| Total Subrecipient Budget | 80,000   |          |

|                     |                           |                   |
|---------------------|---------------------------|-------------------|
| Travel:             | Mandatory Travel Expenses | \$4,100 per year  |
| Contractual:        | Project Evaluator (UCF)   | \$5,000 per year  |
|                     | Database Development      | \$9,000 per year  |
| Equipment/Supplies: | PSA Advertising           | \$14,000 per year |
|                     | Promotional Materials     | \$5,000 per year  |
|                     | Training Materials        | \$2,900 per year  |

**EXHIBIT C  
REQUIRED GRANT INFORMATION**

|   |   |
|---|---|
| Required Information  |   |
| Federal Award Identification  | 2019-ODMAP-026  |
| Subrecipient Name   | Orange, County of   |
| Subrecipient's Unique Entity Identifier (DUNS)                                    | 064797251   |
| Federal Award Date  | 09/01/2019  |
| Subaward Period of Performance  | 03/01/2020 – 08/31/2021   |
| Amount of Federal Funds obligated by this Agreement                               | \$80,000  |
| Total Amount of Federal Funds Obligated to Subrecipient including this obligation | \$80,000  |
| Total Amount of Federal Award Committed to Subrecipient                           | \$80,000  |
| Federal Award Project Description   | Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Program         |
| Name of Federal Awarding Agency   | US Department of Justice, Office of Justice Programs  |
| Name of Pass Through Entity   | Seminole County Sheriff's Office  |
| Pass Through Entity Awarding Official Contact Information                         | Barbara Taylor, Manager<br><a href="mailto:btaylor@seminolesheriff.org">btaylor@seminolesheriff.org</a> |
| CFDA Number   | 16.838  |
| Is award for Research and Development?  | No  |
| Indirect Cost Rate  | n/a   |



**EXHIBIT D  
SCSO NOTICE OF AWARD**

**EXHIBIT E**  
**MONTHLY SUBAWARDEE INVOICE**

## Orange County Government Rapid Response Plan Proposal

**Introduction:**

Orange County is an urban, suburban, rural area with approximately 1.3 million residents and over 68 million visitors each year. The proposed project utilizes ODMAP data to develop a rapid response plan that addresses spikes in opioid overdoses. ODMAP data will assist administrators in identifying geographical areas experiencing spikes in opioid overdose fatalities, and suspected overdoses. The rapid response plan enables government and community agencies to mobilize in a better coordinated, predetermined manner. Local municipalities located in Orange County and Orange County Government Agencies are currently participating in ODMAP tracking.

The Orange County Drug-Free Office will oversee the implementation and evaluation of the proposed project. Thomas Hall, Ph.D., will manage the project. Dr. Hall is the Director of the Orange County Drug-Free Office. The Drug-Free Office is located at 109 E. Church Street Suite 405, Orlando, FL 32801. Dr. Hall's email address is [Thomas.Hall2@ocfl.net](mailto:Thomas.Hall2@ocfl.net), and his office phone number is 407 836 7319.

The Drug-Free Office is an entity of Orange County Government tasked with providing leadership on substance use prevention, treatment, and recovery. The director of the Drug-Free office understands the nature and scope of this Request for Proposal (RFP). He has served as a principal investigator or evaluator for several state and Federal grants over the past ten years. The Drug-Free Office has personnel who are qualified to comply with all requirements outlined in the RFP.

**Organizational Structure**

*Each subawardee is required, as a condition of funding, to form an organizational structure that includes, at a minimum, public safety, public health, and behavioral health agency representatives and data analysts who agree to work collaboratively on the proposed initiative.*

The organizational structure for the Orange County Rapid Response Plan (RRP) includes an executive leadership group to provide strategic oversight and execute decision-making authority for this initiative. The leadership group consists of the Director of Orange County Public Safety, the Director of Orange County Health Services Department, the Orange County Medical Director, the Orange County Mayor's Deputy Chief of Staff, and the Director of the Orange County Drug-Free Community Office.

## Orange County Government Rapid Response Plan Proposal

Danny Banks is the Orange County Director of Public Safety. Director Banks is a 25 year veteran of law enforcement. He served as a special agent in the Florida Department of Law Enforcement for 18 years, and the Orange County Sheriff's Office for seven years. Throughout his career, he has held numerous leadership roles for investigations into narcotics, money laundering, violent crime, and domestic security. Yolanda Martinez, Ph.D., directs the county's Health Services Department. Dr. Martinez is a 20-year veteran of the Florida Department of Health in Orange County. Christian Zuver, M.D., is the Orange County Medical Director. Dr. Zuver directs the Orange County EMS System. He is a board-certified physician with over a decade of experience in emergency medicine. Carol Burkett is the Deputy Chief of Staff for Orange County Mayor Jerry L. Demings. She has worked for state and local government for a total of 25 years. She served as Director of Orange County's Drug-Free Office for 14 years. Thomas Hall, Ph.D. directs the Orange County Drug-Free Office. Dr. Hall has 27 years of experience providing substance abuse and mental health treatment. He is also a subject matter expert in substance abuse prevention.

Amy Donley, Ph.D. will lead a data-focused workgroup. Dr. Donley is the director of the University of Central Florida Institute for Social and Behavioral Sciences (ISBS). She is a subject matter expert on research methods and data analysis, program design, and evaluation. Charles Letizia will also serve on the data-focused workgroup. He is an Opioid Epidemiologist at Florida Health. The data-focused workgroup will include graduate student research assistants from the University of Central Florida. The workgroup will meet at least monthly to achieve the data analysis goals of the project.

An existing community workgroup that includes a diverse group of community stakeholders will provide a range of perspectives on responding to suspected opioid overdose spikes. The group consists of representatives from behavioral health, faith communities, recovery communities, schools, law enforcement, criminal justice, and first responders. The Orange County Drug-Free Coalition facilitates quarterly meetings for this group. Within the first quarter of the proposed project, the community stakeholder group will meet to discuss the ODMAP informed rapid response plan project goals.

## Orange County Government Rapid Response Plan Proposal

*The subawardee workgroups shall be operational within six months of their subaward start date. Which required subaward activity(ies) does your entity plan to support with the grant funding? Provide a detailed explanation of each activity and how it will support the objectives of the ODMAP program*

The HIDTA publication *Overdose Spike Response Framework* was used to inform this proposal. The primary goal of the project is to use ODMAD data to develop a rapid response plan to spikes in suspected overdoses, overdose-related deaths, or emerging drug threats. The response plan is designed to activate enhanced prevention, training, and access to treatment in geographical areas experiencing suspected overdose spikes. ODMAP data, historical data, and current trends will be used to define our definition of a geographical spike. The proposed project will address HIDTA core competencies in prevention, education, and response to suspected overdose spikes. ODMAP data will be used to set parameters that trigger the activation of the rapid response plan.

#### Prevention, Information Dissemination, and Training

Messaging strategies that engage communities experiencing a spike in suspected overdoses are crucial components of our proposed ODMAP informed rapid response plan. The plan will augment existing communication systems with media groups and include strategies to disseminate targeted PSAs in the event of a spike quickly. Family and friends of individuals at risk for an overdose may be unaware of the danger their loved one is facing, or unwilling to acknowledge their loved one's peril. A variety of information is needed to assist in learning about overdose prevention. Targeted information dissemination includes where to get nasal Narcan, how to administer nasal Narcan, and how to encourage a loved one to seek treatment. Distribution of educational materials in areas identified by ODMAP data as geographical spike zones increases access to existing community prevention resources.

The plan will leverage existing community support systems to activate volunteer outreach teams to increase "boots on the ground" in areas designated as spike zones. For example, neighborhoods within the spike zone can be canvassed by volunteers to alert residents of emerging health threats such as increased overdoses, or fentanyl-laced illicit drugs, and provide information on how to recognize signs of an overdose, and locations to dispose of unused/unwanted prescription medications. Local faith communities and civic organizations can

## Orange County Government Rapid Response Plan Proposal

partner with law enforcement and local government agencies to hold community forums to discuss interventions that may reduce the risk of harm associated with the current spike in opioid overdoses.

#### Suspected Opioid Overdose Spike Response

First responders are a critical component of reducing overdose fatalities during overdose spikes. Within designated spike zones, first responders will expect to treat a higher than average volume of opioid-related overdoses. Adequate supplies must be available to respond to this increased volume. First responders need greater access to nasal Narcan and educational materials for friends and families of the overdose patient. A spike in overdose calls and fatalities may activate a trained critical incident stress debriefing team to meet with first responders to provide information about employee assistance programs and process the risk of compassion fatigue following multiple overdose calls.

#### Increased Access to Available Treatment

In addition to the targeted strategies previously described, an electronic database providing information on real-time accessibility to outpatient or inpatient treatment is proposed. The proposed database could be modeled after a project in Baltimore, Maryland, referenced in the HITDA publication *Overdose Spike Response Framework*. In Baltimore, local treatment providers complete a brief (2 minutes) survey twice daily to provide a near real-time picture of available local treatment resources. Outpatient providers have an opportunity to indicate their capacity for assessment (same day, next day, or later), and residential providers will also have a chance to show the number of available slots for each level of service, by population (e.g., men, women, and children, etc.). The database could be coordinated through a non-profit foundation whose mission is to connect persons seeking substance use disorders treatment with local providers promptly. In our community, this type of resource could address a critical need to enhance access for patients with opioid use disorders to match with Medication-Assisted Treatment (MAT) physicians.

## Orange County Government Rapid Response Plan Proposal

*Explain how your entity will actively utilize ODMAP data to achieve the program's objectives. Describe the type of high-risk population or individuals that will be served by this program.*

The rapid response plan may appear similar to an emergency response plan; however, it is not intended to be a comprehensive strategy to address the opioid epidemic. HIDTA defines the threshold for a spike as a time when the total number of suspected overdoses for a jurisdiction exceeds a pre-determined threshold for a specified period. The goal of creating an ODMAP data-informed rapid response plan is to reduce injury or death from opioid overdoses during suspected overdose spikes in ODMAP informed geographical areas.

The ODMAP system offers real-time data on suspected overdoses and an opportunity to respond quickly to suspected overdose spikes, and in some cases, preemptively. The proposed plan targets individuals who are suffering from opioid overdoses, families, communities, and first responders impacted by spikes in suspected overdoses. The ODMAP rapid response plan activates a systematic approach to quickly providing prevention strategies to geographical areas experiencing opioid-related fatalities and suspected opioid overdoses. The project includes enhanced information dissemination and access to treatment and support resources.

Orange County Government Rapid Response Plan Proposal

**Budget**

**Rapid Response Plan Budget**

| Line Item                  | RRP<br>Year 1    | RRP<br>Year 2    | Total            |
|----------------------------|------------------|------------------|------------------|
| A. Personnel               |                  |                  | \$ -             |
| Project Evaluator          | \$ 5,000         | \$ 5,000         | \$ 10,000        |
|                            |                  |                  | \$ -             |
| <b>Total Personnel</b>     | <b>\$ 5,000</b>  | <b>\$ 5,000</b>  | <b>\$ 10,000</b> |
| B. Travel                  |                  |                  |                  |
| Hotel                      | \$ 2,250         | \$ 2,250         |                  |
| Airfare & Ground Transport | \$ 1,500         | \$ 1,500         |                  |
| Meals                      | \$ 336           | \$ 336           |                  |
| <b>Total Travel</b>        | <b>\$ 4,086</b>  | <b>\$ 4,086</b>  | <b>\$ 8,172</b>  |
| C. Supplies                |                  |                  |                  |
| PSA Advertising            | \$ 14,000        | \$ 14,000        |                  |
| Promotional Materials      | \$ 5,000         | \$ 5,000         |                  |
| Training Materials         | \$ 2,900         | \$ 2,900         |                  |
| <b>Total Supplies</b>      | <b>\$ 21,900</b> | <b>\$ 21,900</b> | <b>\$ 43,800</b> |
| D. Other                   |                  |                  |                  |
| Database Development       | \$ 9,000         | \$ 9,000         |                  |
| <b>Total Other</b>         | <b>\$ 9,000</b>  | <b>\$ 9,000</b>  | <b>\$ 18,000</b> |
|                            |                  |                  | \$ -             |
| <b>Total</b>               | <b>\$ 39,986</b> | <b>\$ 39,986</b> | <b>\$ 79,972</b> |

**Budget Narrative**

Personnel

*Project Evaluator*

Total for years one and two—10,000

Amy Donley, PhD., is the director of the University of Central Florida Institute for Social and Behavioral Sciences. Dr. Donley will oversee project evaluation and work closely with the executive leadership team to identify spikes in suspected overdoses using ODMAP data.

Travel

Total for years one and two—8172

As mandated in the RFP, travel to two meetings during the project is budgeted for three members of the RRP team. Travel is based on GSA guidelines.

Supplies

Total for years one and two—28,000

The project will feature print and electronic Public Service Announcement (PSA) advertisements. The cost estimate for the design and buying advertisement space is \$14,000. Graphic design, printing, and renting advertising space are included in this cost estimate.



Orange County Government Rapid Response Plan Proposal

Promotional/Educational Materials, \$5,000 total

Promotional and educational materials will be used to provide training for families, friends, and community members at large to prevent harm related to opioid overdose.

Other

Total for years one and two— \$18,000

The estimated cost of developing a database that enhances scheduling for outpatient/inpatient treatment.

**Performance Measures:**

*Provide an explanation of how your entity will measure success for this project. For example, a % reduction in fatal overdoses as reflected in ODMAP and ODMAP weekly reports.*

Metrics to show success criteria

The following outcomes are measured through ODMAP weekly reports.

- a. Increase the response time to deliver educational materials/PSAs to specific geographical areas adversely impacted by a spike in suspected overdoses from a historical baseline of a spike to newly identified parameters that define a spike.
- b. Mobilize RRP overdose prevention resources within 72 hours when a spike in suspected overdoses is activated.
- c. Reduce the percentage of repeat RRP activation within 30 days of the designation of a spike zone and the subsequent intervention.

The following outcomes are measured through interviews with community stakeholders.

- a. Increase the percentage of residents who agree with the following statement from baseline to year two by 30%. *Help is readily available if there is a risk of physical harm related to overdoses in my community.*
- b. Increase the number of residents who agree with the following statement from baseline to year three by 30%. *I can name three symptoms of an opioid overdose.*
- c. Increase the number of residents who agree with the following statement from baseline to year two by 30%. *I can call for help if someone is overdosing without being arrested for simple drug possession.*
- d. Increase the number of residents who agree with the following statement from baseline to year two by 30%. *I know how to use nasal Narcan to help someone who is overdosing.*

The following outcomes are measured through a review of medical transports for suspected overdoses.

- a. Increase the documented number of calls in designated spike zones for suspected opioid overdose post RRP intervention.

**Subaward Agreement**  
*between the*  
**Seminole County Sheriff's Office**  
*and the*  
**Institute for Intergovernmental Research (IIR)**  
*in*  
**Overdose Detection Mapping Application Program (ODMAP)**  
**Statewide Expansion and Response Project**

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of September, 2019, by and between the Institute for Intergovernmental Research (*IIR*) and Seminole County Sheriff's Office (*SCSO*). Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (COAP Opioid Abuse Site-Based Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 2017-AR-BX-K003, Comprehensive Opioid Abuse Program Training and Technical Assistance Program (dated September 28, 2018), for the Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project. The following terms and conditions govern this *Agreement*:

- a. The term of this *Agreement* is for the time period from September 1, 2019, to August 31, 2021. Either party may withdraw by delivering ten days' written notice to the other party of its intent to withdraw from this *Agreement*.
- b. *SCSO* agrees to provide the services mutually agreed upon and identified in the Project Summary at Attachment A. *IIR* agrees to pay *SCSO* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed \$700,000.
- c. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations.
- d. *SCSO* will bill *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an Indirect Cost Negotiated Agreement with a federal agency or other indirect cost allocation plan/rate in accordance with CFR Part 200. Invoices will include appropriate backup documentation and should be submitted no more frequently than monthly. *IIR* shall pay *SCSO*'s invoice within 30 days after submission and *IIR*'s review and approval.
- e. *SCSO* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* within 30 days of the expiration of this *Agreement*. Invoices submitted after 30 days of the expiration of this *Agreement* may not be paid, due to requirements associated with federal funding availability.
- f. *SCSO* will provide an activity/progress report with each invoice summarizing the progress to date and changes in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.

- g. At project completion, *SCSO* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.
- h. *SCSO* represents, warrants, and covenants that *SCSO* shall perform services in a manner conforming to generally accepted industry standards and practices and by qualified *SCSO* personnel who meet federal requirements and have a level of skill commensurate with the requirements of the services.
- i. *SCSO* warrants that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. *SCSO*'s failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.
- j. In executing this *Agreement*, *SCSO* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.
- k. The following attachments/information are hereby incorporated by reference and made a part hereof:
  - Attachment A – Project Summary
  - Attachment B – Additional Provisions
  - Attachment C – Breach of Personally Identifiable Information Procedures
  - Attachment D – Subcontractor Reporting Data Sheet
  - Attachment E – Award Continuation Sheet (Special Conditions) to Cooperative Agreement 2017-AR-BX-K003
  - Attachment F – BJA COAP ODMAP Statewide Expansion and Response Grant Overview and Application
  - *SCSO*'s response to the solicitation

Accepted:



Seminole County Sheriff's Office

Lisa Spriggs, Chief of Administrative Services

Printed Name and Title

Accepted:

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Gina Hartsfield, President and CEO  
Institute for Intergovernmental Research

## ATTACHMENT A

### Seminole County Sheriff's Office

### Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project

### Project Summary

#### Project Overview

The Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project, coordinated by the Institute for Intergovernmental Research (*IIR*) on behalf of the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) and the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), is designed to support statewide adoption of ODMAP as well as support the development of highly coordinated public safety, behavioral health, and public health responses to the data, focusing on "hot spots" and trends of concern.

#### Seminole County Sheriff's Office Project Plan

The Seminole County Sheriff's Office's (*SCSO*) project plan provides additional details for the implementation of *SCSO*'s project and the project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for *SCSO*'s project as funded through this subaward.

#### Deliverables

This section outlines the deliverables for this project. *SCSO* is responsible for meeting each of these deliverables; additional details can be found in the original solicitation included as Attachment F:

- 1. Timeline for Statewide Adoption of ODMAP** – The project work plan submitted with *SCSO*'s application represents the expected timeline that guides the project activities. If the project work plan supplied with the application does not specify when ODMAP will be adopted statewide, ODMAP must be adopted statewide within 6 months of the subaward start date. For purposes of this *Agreement*, "statewide adoption" is defined as capturing fatal and nonfatal overdoses identified by public safety or other first responders for at least 80 percent of the counties in the state in ODMAP within 6 months of the subaward. If obstacles are encountered that will prevent *SCSO*'s state from meeting the timeline included in *SCSO*'s project plan or the 6-month implementation default expectation, *SCSO* must communicate this in writing to *IIR*'s Project Manager no later than February 1, 2020.
- 2. Subawards to Local Sites** – *SCSO* is required to make subawards to a minimum of five counties, cities, towns, or tribal territories within *SCSO*'s state to support the cross-sector partnerships and their activities. The subawards to the local sites must include funding to

support three members of each local community to attend two convenings in Washington, DC, which will be 2½ days in length, including travel time.

The communities receiving subawards should be required, as a condition of funding, to agree to form an organizational structure that includes, at a minimum, public safety, public health, and behavioral health agency representatives and data analysts who agree to work collaboratively on the proposed initiative. The community workgroups will be operational within 6 months of the subawards' start dates. While the organizational structure may vary, it should include some form of the following groups:

- An executive leadership group that will provide strategic oversight and execute decision-making authority for this initiative. This group is expected to meet monthly, when necessary.
- A data-focused workgroup, composed of mid-level management staff and data analysts, that will meet at least monthly to achieve the data analysis goals of the project.
- A larger stakeholder group that will meet quarterly to ensure that community perspectives are considered in the project.

The subawards to the local communities may be used to support any of the following activities:

- Support data analysts to use the data collected through ODMAP.
- Establish a coordinated rapid response team to respond to spikes in overdoses, overdose-related deaths, or emerging drug threats.
- Support outreach teams to follow-up with individuals and/or populations at risk of overdose, particularly those who have just experienced a nonfatal overdose. Such teams may include first responders or law enforcement and medical staff, including primary care and behavioral health providers, community health workers, and clergy.
- Provide naloxone, education, and technical assistance to individuals in government agencies, homeless shelters, educational institutions, community-based and multiservice organizations, health-care institutions, public safety organizations, drug treatment programs, and syringe exchange programs. Naloxone may be purchased as a component of the project.
- Other comprehensive responses that include a partnership between public safety, public health, and behavioral health and are grounded, in part, in ODMAP data.

*SCSO* is responsible for ensuring that its subawardees meet the above requirements. The list of communities selected to receive subawards should be submitted to *IIR*'s Project Manager no later than February 1, 2020.

- 3. Required Project Materials** – *SCSO* is responsible for documenting the implementation of ODMAP and the law enforcement and public health partnerships formed at the community level in a manual that includes any policies and procedures, forms, implementation guidance, and other relevant project materials that are developed. An electronic copy of this manual must be provided to *IIR*'s Project Manager no later than March 2021.
- 4. Monthly Calls** – Monthly calls will be held with *IIR*'s Project Manager, BJA policy advisors, CDC staff members, and *SCSO*'s Project Coordinator beginning in October 2019. These calls

will last approximately 1½ hours. Other staff members may choose to participate, in addition to SCSO's Project Coordinator.

- 5. Travel and Training** – SCSO's Project Coordinator and up to two additional state-level staff members are required to attend a kick-off meeting, which is anticipated to be 2½ days in length, including travel time, in Washington, DC. No local attendees are expected to attend the kick-off meeting. The kick-off meeting will be held between November 2019 and February 2020.

SCSO's Project Coordinator and up to two additional state-level staff members are required to attend a second and a third meeting, each of which is anticipated to be 3 days in length, including travel time, and will be held in Washington, DC. Local sites should budget, within their subawards, to send three team members to these meetings. A schedule of these meetings will be provided no later than March 2020.

Up to three state staff members are required to attend two additional national meetings over the course of the project, each of which is anticipated to be 4 days in length, including travel time, and should be budgeted based on the per diem associated with Washington, DC. Information about these meetings will be provided no later than March 2020.

- 6. Performance Reporting** – SCSO's Project Coordinator is responsible for ensuring that the required performance measure data is reported on a quarterly basis. The performance measures must be submitted to IIR's Project Manager in electronic format on the following schedule:

| <u>Reporting Quarter</u> | <u>Due No Later Than</u> |
|--------------------------|--------------------------|
| January 1 – March 31     | April 15                 |
| April 1 – June 30        | July 15                  |
| July 1 – September 30    | October 15               |
| October 1 – December 31  | January 15               |

The first performance report should be submitted no later than January 15, 2020.

Questions concerning performance reporting should be directed to IIR's Project Manager for the subaward.

- 7. Monthly Progress Reporting** – SCSO's Project Coordinator is responsible for ensuring that a monthly report detailing progress on project activities is submitted to IIR's Project Manager. The monthly reports should be submitted no later than the 7th day of the following month.
- 8. Financial Reporting** – SCSO's Project Coordinator is responsible for ensuring that the required financial reporting is submitted on a quarterly basis. The financial reports must be submitted on the following schedule:

| <u>Reporting Quarter</u> | <u>Due No Later Than</u> |
|--------------------------|--------------------------|
| January 1 – March 31     | April 15                 |
| April 1 – June 30        | July 15                  |
| July 1 – September 30    | October 15               |
| October 1 – December 31  | January 15               |

The first financial report should be submitted no later than January 15, 2020. The final financial report is due 30 days after the subaward end date.

Questions concerning financial reporting should be directed to *IIR's* Project Manager for the subaward.

**9. Subaward Closeout** – Within 30 days after the end date of the subaward, *SCSO* must submit documentation to initiate the closeout of the subaward. *SCSO* should:

- Submit a final program report in a format as specified.
- Submit a final financial report in a format as specified.
- If the expenditures previously invoiced by *SCSO* are less than the total project expenditures, *SCSO* should send a final invoice to *IIR* with appropriate documentation for the difference. If the final total expenditures incurred by *SCSO* for this project are less than the amounts invoiced, *SCSO* must submit a check for the difference to *IIR's* Financial point of contact:

Ms. Mary J. Dodd  
Contract Specialist  
Phone: (850) 385-0600, Ext. 330  
Email: mdodd@iir.com

## ATTACHMENT B

### Seminole County Sheriff's Office

### Overdose Detection Mapping Application Program (ODMAP) Statewide Expansion and Response Project

#### Additional Provisions

##### Compliance With Law

SCSO acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to IIR and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. SCSO shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom SCSO further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

##### Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted.

If to SCSO:

##### Mailing Address

Barbara Taylor, Procurement and Agreements Manager  
Seminole County Sheriff's Office  
100 Eslinger Way  
Sanford, FL 32773

If to IIR:

##### Mailing Address

Post Office Box 12729  
Tallahassee, FL 32317-2729

##### Project Correspondence and Communications

All official, nonfinancial-related communications related to SCSO's project should come from the Project Director/Coordinator named below who is the official project coordinator of record. SCSO's Project Coordinator is:



Ms. Amy Olson  
Phone: 202-340-7355  
Email: amyolson@msn.com

Communications related to the project scope and/or deliverables for this project should be directed to *IIR*'s Project Manager via email. *IIR*'s Project Manager is:

Ms. Melissa Heinen  
Email: mheinen@iir.com

All financial or reporting-related communications regarding the project should come from either the Project Director/Coordinator or a single designated point of contact appointed by the Project Director/Coordinator. *SCSO*'s Financial Coordinator is:

Barbara Taylor, Procurement and Agreements Manager  
Phone: 407-665-5132  
Email: grantsadmin@seminolesheriff.org

Communications of a financial or reporting nature should be directed to *IIR*'s Contractual and Financial point of contact:

Ms. Mary J. Dodd  
Contract Specialist  
Phone: (850) 385-0600, Ext. 330  
Email: mdodd@iir.com

**Data Universal Numbering System (DUNS)**

*SCSO*'s DUNS number is 055537278.

**Commercial and Government Entity (CAGE)**

*SCSO*'s CAGE code is IXNF7.

**Federal Funding Accountability and Transparency Act (FFATA)**

*SCSO* certifies that the information provided to *IIR* for submission to the FFATA Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

**Special Conditions Announced in or Applied to Federal Award**

*SCSO* acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a federal award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. *IIR* reserves the right to convey to *SCSO*, in a written amendment to this *Agreement*, any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or *SCSO* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement*.

### **Amendments to Subaward**

During the life of the subaward project, *SCSO* may identify changes or updates to administrative information, project activities, or the project budget. *SCSO* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will coordinate with BJA as necessary concerning the request and may contact *SCSO* for additional information or to discuss the adjustment. *IIR* will notify *SCSO* of the outcome of the request.

Some circumstances requiring a subaward adjustment include:

- Change in subaward contact/notices information.
- Request for a no-cost extension.
- New project director, designated key staff, authorized representative, or signing authority.
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount.
- Changes in the scope of project activities.

### **Fiscal Management**

*SCSO* has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. *SCSO* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. *SCSO* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

### **Availability of Funds**

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. *SCSO* will have 30 days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

### **Confidentiality**

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

### **Independent Contractor**

SCSO agrees that as an independent contractor, SCSO controls the manner and means of work and that there will be no IIR employee benefits accruing to the benefit of SCSO, including, but not limited to, unemployment compensation, health and life insurance benefits, or retirement earnings. SCSO will not make any claims against IIR related to benefits reserved for employees. SCSO will indemnify, defend, and hold IIR and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from SCSO's failure to provide benefits for SCSO and SCSO's employees, including, but not limited to, such benefits required by local, state, and federal laws and regulations. SCSO agrees that IIR will pay SCSO the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of SCSO, which agrees to hold IIR harmless from any tax obligations.

### **Training and Training Standards**

SCSO understands and agrees that any training or training materials developed or delivered with funding provided under this subaward must adhere to the Office of Justice Programs (OJP) Training Guiding Principles for Grantees and Subgrantees, which include:

- Trainings must comply with applicable law.
- The content of training and training materials must be accurate, appropriately tailored, and focused.
- Trainers must be well-qualified in the subject area and skilled in presenting it.
- Trainers must demonstrate the highest standards of professionalism.

For additional information, see the complete standards at <https://ojp.gov/funding/ImplementTrainingPrinciplesForGrantees-Subgrantees.htm>.

### **Training and Other Materials**

SCSO agrees to submit to IIR for submission to BJA for review and approval of all materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other related written materials, including Web-based materials and website content, at least 45 working days prior to the targeted dissemination date.

### **Statements on Work Products**

Any work products prepared by SCSO, including multimedia products and websites, shall include statements provided by IIR related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

### **Subaward**

SCSO must obtain prior written approval from IIR for any subawards that SCSO proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawards must invoice SCSO for actual expenses

and provide appropriate supporting documentation. Invoices from subawarded entities with supporting documentation must be provided to *IIR* with the related invoice from *SCSO*.

### **Sole Source Approval**

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstance precludes competition. When a purchase/contract exceeds \$150,000 and there has been no competition, *SCSO* must forward sole source justification for the purchase/contract and obtain approval from *IIR* prior to finalizing the purchase/contract.

### **Consultant Rates**

Consultant rates (excluding travel or other expense reimbursements) cannot exceed \$650 per day (which is \$81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the \$650 daily rate.

### **Records Maintenance**

*SCSO* shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. *SCSO* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, *SCSO* shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

### **Information Requests**

*SCSO* agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### **Monitoring**

*SCSO* agrees to comply with *IIR* or the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. *SCSO* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, *SCSO* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for *SCSO*'s expenses and termination of the *Agreement*.

### **Audit Requirements**

Subrecipients that expend \$750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 (Part 200 Uniform Requirements). *SCSO* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *SCSO* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under Part 200 Uniform Requirements. *SCSO* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

### **Audit and Inspection of Records**

*IIR*, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of *SCSO* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to *SCSO*'s personnel for the purpose of interview and discussion related to such documents.

### **Corrective Action**

*SCSO* shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

### **Disallowance**

In the event that *SCSO* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, *SCSO* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to *SCSO*.

### **Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity**

*SCSO* will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three years prior to the date of the grant award supporting this effort, *SCSO* has received any adverse finding of discrimination or should *SCSO* during the active life of this contract receive an adverse finding of discrimination against *SCSO*, after a due process hearing or by reason of a DOJ, OJP, Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, *SCSO* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

SCSO certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or a limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

### **Limited English Proficiency**

SCSO agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency pursuant to information located at <http://www.lep.gov>.

### **Equal Treatment of Faith-Based Organizations**

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. SCSO agrees to avoid such prohibited conduct. For more information, see <https://ojp.gov/about/ocr/partnerships.htm>. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.

### **Arrest and Conviction Records**

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. SCSO agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisorv.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisorv.pdf) for more details.

### **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

SCSO will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient. SCSO shall (i) comply and, for subawards or subcontracts hereunder which exceed \$100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and, for subawards or subcontracts hereunder which exceed \$100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

### **Debarment and Suspension**

No contract that equals or exceeds \$25,000 shall be made to parties listed as suspended or debarred in the System for Award Management (SAM). *SCSO* represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise excluded from receiving federal contracts. *SCSO* shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

### **False Claim; Criminal or Civil Violation**

*SCSO* must promptly refer to *IIR* any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

### **Americans with Disabilities Act (ADA) Requirements**

*SCSO* shall comply with the ADA requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and *SCSO* programs, activities, and services, including applicable requirements related to website access and use by the disabled.

### **Political Activities Prohibited**

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

### **Prohibited Use of Funds Under 18 U.S.C. § 1913**

*SCSO* will not use any funds awarded by the federal government to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

### **Personally Identifiable Information**

In order for *IIR* to comply with its obligations related to breaches of information, *SCSO* agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to *IIR* and conform with other procedures as required by the "IIR Breach of Personally Identifiable Information Procedures" provided to *SCSO* as Attachment C and incorporated by reference here or as may also be required by *SCSO*'s state law.

### **Text Messaging**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### **Trafficking in Persons**

SCSO agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of SCSO and any subrecipients or employees of SCSO or its subrecipients. The details of SCSO's obligations related to prohibited conduct related to the trafficking of persons are posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

### **Right, Title, and Interest**

SCSO shall retain SCSO's copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by SCSO as part of the work hereunder. SCSO hereby grants to the federal awarding agency through IIR (hereafter IIR) and to IIR's successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by SCSO or others on behalf of SCSO as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by IIR pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by SCSO or others on behalf of SCSO as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium which exists or which may hereafter be developed, free of any royalty or license fee whatsoever.

SCSO acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. SCSO acknowledges that, unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit



Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.” and any implementing regulations issued by the federal awarding agency.

“Data” includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of *SCSO* (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. *SCSO* has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill *SCSO*’s obligations to the government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, *SCSO* shall promptly bring such refusal to the attention of *IIR* and not proceed with the agreement in question without further authorization from *IIR*.

The parties agree that any breach of either party’s obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

#### **Patent Rights Clause**

With respect to any subject invention in which *SCSO* or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

*SCSO* will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient’s or subcontractor’s subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to *IIR*, which will review and forward them to the General Counsel, OJP, DOJ.

#### **Association of Community Organizations for Reform Now (ACORN)**

*SCSO* understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of OJP.

#### **Airfare**

*SCSO* understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by *IIR* prior to booking such tickets.

### **Travel Reimbursement; Meals and Lodging**

SCSO understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at <http://www.gsa.gov>. Authorized travel will be reimbursed in accordance with IIR's Travel Policy for Non-IIR Employees.

### **Food and/or Beverages**

SCSO understands and acknowledges that for purposes of this award, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

### **Meeting Rooms and Audiovisual**

SCSO understands and acknowledges that utilization of and costs for meeting rooms and audiovisual must comply with the requirements included in the DOJ Grants Financial Guide.

### **Event Advance Approval; Expenses and Reporting**

SCSO acknowledges that all meetings and events must conform to the guidance in the DOJ Grants Financial Guide. SCSO is responsible for providing the necessary information to IIR for IIR to evaluate and either provide advance approval or disapproval for all events. In the absence of approval, event costs are not allowable costs for reimbursement under this *Agreement* with the exception of commitments entered into in good faith while prior approval was being solicited. If prior approval is not received, SCSO is responsible for taking steps to minimize the costs charged to this *Agreement*.

SCSO will provide the event information to IIR for each event forty-five (45) days prior to the scheduled event by completing IIR's Event Request/Report form (form to be provided by IIR). IIR will notify SCSO of approval/disapproval no later than thirty (30) days prior to the scheduled event. SCSO will notify IIR if there are changes to the information provided on the Event Request/Report form.

SCSO will provide actual event and cost information to IIR for each event within forty-five (45) days of event completion. The actual information will be submitted to IIR on/with the Event Request/Report form.

### **Indemnification**

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or

by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

### **Insurance**

Without limiting its obligations hereof, *SCSO* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or nonowned vehicles used in performance of the work, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein "insurance coverage" encompasses self-insurance maintained by government agencies. *SCSO* will provide Certificates of Insurance upon request by *IIR*.

### **Termination Due to Unavailability of Federal Funding**

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to *SCSO*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

### **Cancellation for Cause**

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

### **Termination for Force Majeure**

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party which makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government

regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

### **Governing Law and Jurisdiction**

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

### **Disputes**

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

### **Severability**

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

### **Captions**

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

### **Waivers and Remedies**

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed

as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

**Entireties**

This *Agreement*, which includes Attachments A through F and *SCSO*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

**Binding Effect**

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Survival**

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

**Florida ODMAP Grant  
Monthly Subawardee Invoice**

Agency Name: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Month: \_\_\_\_\_

E Mail Address: \_\_\_\_\_

**DESCRIPTION**

**AMOUNT**

Personnel

\_\_\_\_\_

Travel

\_\_\_\_\_

Contractual

\_\_\_\_\_

Equipment/Supplies

\_\_\_\_\_

Total

\_\_\_\_\_

**Required Documentation:**

Personnel: Log of hours worked  
Copy of payroll detail showing hours paid and hourly rate  
Copy of check stub showing payment for hours  
Documentation of overtime cycle if different than pay period

Travel: Copy of each receipt (hotel, airfare, car rental, meals, etc.)  
Proof of payment (check or credit card statement)

Contractual: Copy of invoice  
Proof of payment (check or credit card statement)  
Proof of compliance with Procurement Policy

Equipment/Supplies: Copy of invoice  
Proof of payment (check or credit card statement)  
Proof of compliance with Procurement Policy

Please submit this invoice and all backup documentation to SCSO by the 20th day of the month following the end of the previous month.