



Interoffice Memorandum

May 7, 2021

AGENDA ITEM

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

THRU: Lonnie C. Bell, Director 
Community and Family Services Department

FROM: Donna Wyche, Manager
Mental Health and Homelessness Division
407-836-7608

SUBJECT: **DISCUSSION ITEM – May 18, 2021**
Mental and Behavioral Health System of Care Community Analysis

In November 2020, Mayor Demings tasked the Mental Health and Homelessness Division to assess the lack of available resources and propose a seamless spectrum of mental and behavioral health care within the region. Staff, in partnership with community providers, completed a behavioral health systems gaps analysis in Orange County and made recommendations for a continuum of care system. After presenting the findings to Mayor Demings, he determined the need to engage community, consumer, and key stakeholders to gain input on the gaps analysis, to update the research to include impacts of the COVID-19 pandemic on mental and behavioral health, and to review current community funding to identify gaps.

The current system of care is already overburdened and recent research suggests the situation has been exacerbated by the COVID-19 pandemic. Orange County has seen unprecedented increases amongst residents in behavioral health medication prescriptions, therapy insurance claims, and suicides. According to the Centers for Disease Control and Prevention (CDC), 1 in 10 adults have seriously considered suicide since the pandemic started. According to a Kaiser Family Foundation study released in February 2021, 41% of the average share of adults interviewed reported symptoms of anxiety and/or depressive disorders, up from 11% of adults reporting symptoms in 2019 prior to the pandemic. Furthermore, the study found disparities amongst respondents by their race, demonstrating the pandemic has disproportionately affected the health of communities of color. Non-Hispanic Black adults (48%) and Hispanic or Latino adults (46%) are more likely to report symptoms of anxiety and/or depressive disorder than Non-Hispanic White adults (41%). The pandemic also affected younger population demographics, with Discussion Item – May 18, 2021

56.2% of adults ages 18 to 24, who accounted for the highest percentage of respondents, reporting symptoms of anxiety and/or depressive disorders. The CDC reports a 31% increase in anxiety and depression since the start of the pandemic.

In order to ensure broad-based input from the community, Orange County is selecting Heart of Florida United Way to lead this community effort because it is not a service provider of social services, but understands the social service system, the community provider network, stakeholders, and funding streams in Orange County. In accordance with the Scope of Work Proposal, it is the expectation that over the next eight months, Heart of Florida United Way will lead meetings with community providers, funders, consumers, and other stakeholders to examine system gaps, recommend needed resources, and ascertain relevant funding amounts and sources. The findings of this effort will be included in an action plan for the community and partners to improve the mental and behavioral health system of care and enhance coordination between the civil, criminal, and social service sectors. Heart of Florida United Way will return early in 2022 to the Board and key stakeholders to review the community action plan and potential funding streams including federal and state grants to improve Orange County's mental and behavioral health system of care for all ages.

Funding for the Orange County Mental and Behavioral Health System of Care Community Analysis is available through the American Rescue Plan.

ACTION REQUESTED: Approval of Heart of Florida United Way Orange County Mental and Behavioral Health System of Care Community Analysis SCOPE OF WORK PROPOSAL May 6, 2021 and funding in the amount of \$315,480 for the Heart of Florida United Way to undertake a Mental and Behavioral Health System of Care Community Analysis using, in part, Orange County's Mental Health and Homelessness Division's Continuum of Care Report and authorization for the County Administrator to execute a contract with Heart of Florida United Way.

Attachment

c: Byron W. Brooks, AICP, County Administrator
Roseann Harrington, Chief of Staff
Darren Gray, Deputy County Administrator



Heart of Florida United Way
Orange County
Mental and Behavioral Health System of Care
Community Analysis

SCOPE OF WORK PROPOSAL
May 6, 2021

Contact

Ray Larsen
SVP of Strategic Impact & Community Engagement
ray.larsen@hfuw.org

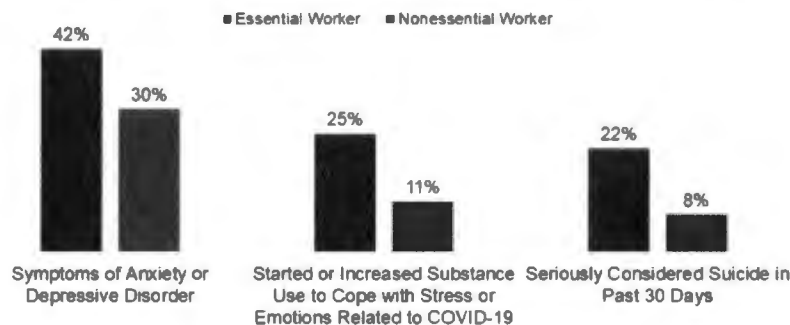
Please copy Courtney Charland at courtney.charland@hfuw.org on any email communication.

I. Purpose and Objective

It is well documented that the COVID-19 pandemic has negatively afflicted the mental health conditions of, as well as increased substance abuse, in large populations of citizens across the globe. According to a Kaiser Family Foundation study released February 2021, 41% of the average share of adults interviewed reported symptoms of anxiety and/or depressive disorders, up from 11% of adults reporting symptoms in 2019 prior to the pandemic. Furthermore, the study found disparities amongst respondents by their race, demonstrating the pandemic has disproportionately affected the health of communities of color. Non-Hispanic Black adults (48%) and Hispanic or Latino adults (46%) are more likely to report symptoms of anxiety and/or depressive disorder than Non-Hispanic White adults (41%). The pandemic also affected younger population demographics, with 56.2% of adults ages 18 – 24, the highest percentage of respondents within one category of age range, reporting symptoms of anxiety and/or depressive disorders. Alarming, the following graph from the study shows increased substance abuse used to cope with COVID-19, as well as the serious consideration of committing suicide, especially amongst populations of workers deemed essential during the “height” of the pandemic in June of 2020.

Figure 8

Among Essential and Nonessential Workers, Share of Adults Reporting Mental Distress and Substance Use, June 2020



NOTES: Data is among adults ages 18 and above. Essential worker status was self-reported.

SOURCE: Czajler ME, Lane RJ, Petrosky E, et al. Mental Health, Substance Use, and Suicidal Ideation During the COVID-19 Pandemic — United States, June 24–30, 2020. *MMWR Morb Mortal Wkly Rep* 2020;69:1049–1057. DOI: <https://doi.org/10.1182/mmwr.mm6909a1>

KFF

The COVID-19 pandemic has exacerbated existing gaps in systems of behavioral care available in every US community, especially in the Central Florida region. Here, residents heavily rely on our hospitality and tourism economy, which was devastated by the pandemic, creating some of the most massive furloughs and lay-offs of jobs in the history of the US. With uncertainty in job, housing and economic stability, Orange County has seen unprecedented increases amongst residents in behavioral health medication prescriptions; therapy insurance claims; and suicides.

To ensure broad-based input from the community, Orange County Government (herein referred to as Orange County) will partner with the Heart of Florida United Way (herein referred to as United Way) to build upon the *Orange County Behavioral Health Systems Gaps Report* and the *Orange County Continuum of Care Report* to undertake a Mental and Behavioral Health System of Care Community Analysis. United Way will conduct a

consensus building/information gathering process of the system of care, the impacts of the COVID-19 pandemic on behavioral healthcare, identify current funding, and engage diverse groups of community stakeholders, service providers, businesses, charitable foundations, local jurisdictions, consumers, and other appropriate stakeholders to identify an implementable plan to improve the coordination and fill existing gaps within the Orange County system of care.

II. Activities

The goals of the Mental and Behavioral Health System of Care Community Analysis include the following action items:

1. Review the *Orange County Behavioral Health System of Care Gaps Report* and *Orange County Continuum of Care Report* with key stakeholders including representatives of the community, civil, and criminal justice sectors as well as consumers to obtain input on the following areas:
 - Prevention/Early Intervention
 - Outpatient
 - High Intensity Outpatient
 - Inpatient
 - Substance Abuse & Mental Health Residential Care
 - Aftercare
 - Homeless Services
 - Law Enforcement & Mental Health Co-Response
 - Access to Treatment & Transitional Housing
 - Dignified Assisted Living and Long-Term Residential Facilities
2. This review will include:
 - a. Identify how the COVID-19 pandemic has impacted the need for behavioral health services in Orange County and how COVID-19 has exacerbated the existing gaps in access and capacity to behavioral health services and potential remedies.
 - b. Convene diverse groups of community stakeholders for the purpose of building consensus on current services and gaps of the behavioral health system in Orange County and ensure that underserved communities are represented and any unique needs are identified.
3. Review the current funding sources for behavioral health services in Orange County, to include but not be limited to existing funding sources, the requirements and

restrictions of available funding sources and potential untapped opportunities for leveraging, expansion and enhancement.

4. Identify duplication of services across service providers and collect feedback on the efficacy of the behavioral health continuum of care (to include service alignments). Gain consensus on behavioral health needs and priorities.
5. Identify current ways consumers receive information, communication gaps, and recommendations to raise awareness on how to access behavioral health services.
6. Communicate and engage regularly with the community stakeholder group including one-on-one interviews, round table discussions, and regular meetings.

III. Roles & Responsibilities

The Mental and Behavioral Health System of Care Community Analysis will include the following roles and responsibilities:

1. Orange County Government:

- a. Orange County will provide all funding required to complete the Mental and Behavioral Health System of Care Community Analysis (which includes all associated work required to complete the consensus building/information gathering process).
- b. The Mayor of Orange County or his designee will facilitate access to behavioral health experts and key community stakeholders to include encouraging their participation in the review process and responding to requests for information.

2. Heart of Florida United Way:

- a. United Way's Senior Vice President of Strategic Impact & Community Engagement will oversee the project.
- b. United Way will hire a project manager to support planning and execution of all Mental and Behavioral Health System of Care Community Analysis actions.
- c. United Way will hire a project consultant to: support identifying the community stakeholders to participate in the community convening process; facilitate community stakeholder meetings and any other data collection processes (surveys, interviews, round table discussions, etc.); identify current behavioral health funding sources; and incorporate research data (best practices, existing services, gaps, etc.), stakeholder data, recommendations, and current and potential funding sources into a report.
- d. United Way will provide updates to Orange County regularly (in accordance with the timeline detailed below).

IV. HFUW Deliverables

A report that details:

1. The behavioral health stakeholders serving Orange County residents and the roles and responsibilities of each stakeholder.
2. The results of the consensus building/information gathering process to include any duplication and/or gaps in services.
3. Funding sources and levels for current and potential behavioral health services and the limitations and opportunities of funding that will allow service providers to improve, enhance, and/or expand behavioral health services for Orange County residents.
4. Recommendations to the community for increasing and enhancing the provision of behavioral health services for Orange County residents and opportunities to implement those recommendations. This includes what funding is needed and a prioritization for how available funding should be applied.

V. Timeline

It is anticipated that the Mental and Behavioral Health System of Care Community Analysis will take up to 8 months to complete. The project timeline is as follows:

Project Tasks	Time Frame
Statement of Work finalization	April/May 2021
Contract agreement between Orange County and United Way	May/June 2021
United Way hires a project manager	June 2021
First update and invoice due to Orange County	June 18, 2021
United Way engages a consultant firm	June/July 2021
Second update and invoice due to Orange County	July 16, 2021
Third update and invoice due to Orange County	August 20, 2021
Research behavioral health services best practices, current system, gaps, and opportunities	August/September 2021
Community stakeholder convenings	August/September 2021
Interviews and convening of stakeholder group	August/September 2021

Project Tasks	Time Frame
Fourth update and invoice due to Orange County	September 17, 2021
Additional research/data collection as needed; Draft report and recommendations	October 2021
Fifth update and invoice due to Orange County	October 15, 2021
First draft of report due to Orange County	November 2021
Sixth update and invoice due to Orange County	November 19, 2021
Report review and revisions	December 2021
Seventh update and invoice due to Orange County	December 17, 2021
Final report and invoice due to Orange County	January 2022
Eighth update and invoice due to Orange County	January 21, 2022
Presentation to stakeholders and Board of County Commissioners	TBD

Orange County will forgive any timeline departures by Heart of Florida United Way that are caused by a lack or delay of response.

VI. Budget

It is anticipated the budget (prorated for an 8-month project timeline) for completing the deliverables for the Mental and Behavioral Health System of Care Community Analysis, recommendations report, and public awareness and information campaign is as follows:

Item	Cost
SVP of Strategic Impact & Community Engagement	\$45,500
Strategic Impact Coordinator	\$14,300
Project Manager	\$52,000
Subcontracted Project Consultant	\$150,000
Equipment, Software, and Supplies	\$10,000
Travel and Meetings	\$10,000
Printing	\$5,000
Indirect Costs (10% of Total)	\$28,680
TOTAL PROJECT COSTS	\$315,480

If timeline or scope of work were to change, appropriate financial adjustments will be discussed between United Way and Orange County.

Budget Narrative

- **Senior VP of Strategic Impact & Community Engagement:** Responsible for providing full project oversight and coordinating consultant, project manager, and community stakeholder group.
- **Strategic Impact Coordinator:** Responsible for providing ongoing logistical support.
- **Project Manager:** Under the direction of the SVP of Strategic Impact & Community Engagement, responsible for the planning and execution of all Mental and Behavioral Health System of Care Community Analysis actions; 8-month contract including salary and benefits.
- **Project Consultant:** Support identifying the community stakeholders to participate in the community convening process; facilitate community stakeholder meetings and any other data collection processes (surveys, interviews, round table discussions, etc.); and incorporate research data (best practices, existing services, gaps, etc.), stakeholder data, recommendations, and current/potential funding sources into a report. United Way anticipates engaging a consultant for an 8-month contract.
- **Equipment, Software, and Supplies:** Includes the anticipated costs for conducting all activities to complete the Mental and Behavioral Health System of Care Community Analysis, which may include computer equipment, videoconferencing tools, and supplies.
- **Travel and Meetings:** Includes costs incurred by United Way and the project manager to conduct supplemental meetings, interviews, and hold round table discussions, as necessary.
- **Printing:** Includes costs to print a limited number of the Mental and Behavioral Health System of Care Community Analysis Recommendations Report and other printed documents in support of the Mental and Behavioral Health System of Care Community Analysis, and/or final report.

VII. Exclusions

At no time will United Way seek grants, funders, etc. to fund the recommendations identified in the final report. United Way is open to negotiating with Orange County to enter into a new agreement to assist in implementing recommendations identified in the final report, as applicable.

About Us

Heart of Florida United Way (United Way) is Central Florida's most comprehensive health and human services charity and the largest provider of funds to the region's most critical health and human service programs. Last year, it delivered more than \$23M in programs and services throughout Orange, Osceola, and Seminole counties.

United Way is working to advance the common good by focusing on education, income, health and basic needs. It operates United Way 2-1-1, Central Florida's information and assistance, crisis, suicide, and referral helpline; Volunteer Resource Center; Emergency Homelessness Services; and the Ryan White Part B program, which administers nearly \$3M to provide HIV/AIDS services and referrals.

United Way impacts more than 490,000 individuals annually through its direct service and funded programs. United Way partners with local businesses, government, other charities to increase awareness of local health and human service issues and to inspire hope, provide options and create possibilities for people in need. Visit www.HFUW.org for more information.

Grant Agreement
between
Orange County, Florida
and
Heart of Florida United Way, Inc.
for a grant award not to exceed \$315,480.00
for the purposes of
Completion of a Mental and Behavioral Health System of Care Community Analysis for Orange County, Florida.

THIS TABLE IS FOR COUNTY INTERNAL USE ONLY	
County Contract No.:	Y21-2204
County Department/Division:	Mental Health and Homelessness Division
Grant Award Budget Line:	0001-062-2504-8610

TABLE OF CONTENTS

Article 1.	The Parties	1
Article 2.	Grant Information.....	1
Article 3.	Budget.....	2
Article 4.	Progress Reporting.....	3
Article 5.	Invoices	3
Article 6.	Payment Terms	4
Article 7.	Return of Funds.....	5
Article 8.	Monitoring, Maintenance, Retention, and Access to Records	5
Article 9.	Confidentiality	6
Article 10.	Audit Requirements	8
Article 11.	Insurance Requirements.....	9
Article 12.	Indemnification, Sovereign Immunity, and Liability.....	11
Article 13.	Protection of Person and Property.....	12
Article 14.	Independent Contractor, Non-Agent Agency, and Third Parties.....	12
Article 15.	Termination	13
Article 16.	Notice	15
Article 17.	Florida State Terms	16
Article 18.	General Provisions (Alphabetical).....	18
Article 19.	Entire Agreement.....	20

Article 1. The Parties

A. This Agreement is entered into by and between the following parties:

Party #1 Name:	Orange County, Florida (the “County”)
Entity Type:	Political Subdivision of the State of Florida
Principal Address:	201 South Rosalind Avenue Orlando, Florida 32801
County Liaison:	Name: Donna Wyche Email Address: Donna.Wyche@ocfl.net

AND

Party #2 Name:	Heart of Florida United Way, Inc. (the “Agency”)
Entity Type:	Florida Not-For-Profit Corporation
Principal Address:	1940 Cannery Way Orlando, Florida 32804
Agency Liaison:	Name: Ray Larsen Email Address: ray.larsen@hfuw.org

- B. The County and the Agency may unilaterally re-designate their respective liaisons by providing written notice of such change to the other party pursuant to **Article 16 (“Notice”)** below.
- C. Both the County and the Agency may be individually referred to as “party” or collectively referred to as “parties” in this Agreement.

Article 2. Grant Information

- A. **Grant Purpose.** The Agency shall be responsible for meeting the objectives of this Agreement, as detailed in the *Scope of Services* attached as “**Exhibit A**”, in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement.
- B. **Grant Award.** This Agreement is regarding a grant award for an amount not to exceed **\$315,480.00** (the “**Grant Award**”). This Agreement’s use of “an amount not to exceed” shall in no way be construed as entitling the Agency to the maximum amount provided.
- C. **Grant Performance Period.**
 - 1. The “**Grant Performance Period**” is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Performance Period.
 - 2. The Grant Performance Period of this Agreement is: **07/23/2021 to 02/28/2022**. Any portion of the Grant Award that the Agency has not spent or encumbered in compliance

with the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement by **February 28, 2022** shall be returned to the County.

- D. **Grant Agreement Term.** The term of this Agreement begins on the date that it is fully executed by both parties (the “**Effective Date**”) and shall conclude on: **03/31/2022**.
- E. **Extensions.** Should there be Grant Award funds remaining at the conclusion of the Grant Performance Period, the Agency and the County may agree to a modification of the Grant Performance Period, so long as such modification does not extend past the Grant Agreement Term. Such modification shall be at the sole discretion of the County and may be informally agreed to by the County Mayor or their designee.

Article 3. Budget

- A. **Approved Budget.** The County-approved *Budget* for the Grant Award is attached to this Agreement as “**Exhibit B**” and shall be the basis for which the County provides payment to the Agency.
- B. **Budget Amendments.**
 - 1. **In General.** Requests to amend the *Budget* contemplated in this Agreement:
 - a. Must be received by the County no later than forty-five (45) days prior to the expiration of this Agreement’s term;
 - b. Shall be made prior to the Agency incurring any expenses that are not expressly provided for in the *Budget*; and
 - c. Shall be considered and approved at the sole discretion of the County.
 - 2. **Informal Budget Amendments.** The County Liaison noted in **Article 1, Paragraph A (“The Parties”)**, or as later re-designated pursuant to **Paragraph B** of that same Article, may, in writing, informally approve amendments to the *Budget* so long as the following conditions are met:
 - a. Such amendment does not increase the maximum Grant Award amount;
 - b. Such amendment is deemed by the County Liaison as being consistent with the *Scope of Services* attached as “**Exhibit A**”; and
 - c. Such amendment does not contemplate payment for services that would be incurred or encumbered by the Agency outside of the Grant Performance Period.
 - 3. **Formal Budget Amendments.** Budget amendments that do not meet the conditions for Informal Budget Amendments above may not be informally amended by the County Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

Article 4. Progress Reporting

- A. **In General.** Progress Reports shall be delivered to the County on a form approved by the in writing, by the County Liaison noted in **Article 1, Paragraph A (“The Parties”)**, or as later re-designated pursuant to **Paragraph B** of that same Article.
- B. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the Agency has made in accomplishing the objectives of the *Scope of Services* attached as **“Exhibit A.”** The County reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Agency as it deems necessary to ensure the objectives of this Agreement are being fully met.
- C. **Progress Report Frequency and Due Dates.** The Agency shall provide Progress Reports to the County as contemplated in the Project Schedule found in the *Scope of Services* attached as **“Exhibit A”**.
- D. **Withholding or Denial of Payment on Progress Reports.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the County’s withholding of payment on any subsequent invoices and shall be considered cause for termination by the County.

Article 5. Invoices

- A. **In General.** Invoices shall be delivered to the County in a form and with supporting documentation as approved and/or requested, in writing, by the County Liaison noted in **Article 1, Paragraph A (“The Parties”)**, or as later re-designated pursuant to **Paragraph B** of that same Article.
- B. **Minimum Standards for Invoices.** At minimum, all invoices submitted by the Agency must:
1. Include enough detail so that the County is able to confirm that the Agency has only invoiced the County for reimbursement of funding-eligible expenses that were incurred by the Agency in compliance with the *Scope of Services* attached as **“Exhibit A”**, the *Budget* attached as **“Exhibit B”**, and the terms of this Agreement.
 2. If the *Budget* attached as **“Exhibit B”** has line-items or funding categories, indicate which line-item or funding category under which each item is being invoiced.
 3. By executing this Agreement, the Agency hereby affirms that understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the County Liaison may request or require in order to consider an invoice complete or to approve an invoice for payment.
- C. **Invoice Frequency and Due Dates.** The Agency shall provide invoices to the County as contemplated in the Project Schedule found in the *Scope of Services* attached as **“Exhibit A”**.
- D. **Withholding or Denial of Payment on Invoices.** The County reserves the right to withhold or deny payment of any invoice if such invoice:
1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
3. Indicates expenditures that are not compliant with the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement.

Article 6. Payment Terms

- A. **Payment by Reimbursement.** The Grant Award shall be paid through reimbursement for actual funding-eligible costs as permitted by the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement.
- B. **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.
- C. **Funding Limitations.** In the event funds to finance all or part of this Agreement do not become available, obligations of each party may be terminated upon no less than twenty-four (24) hours’ notice in writing to the other party. The County shall be the sole and final authority as to the determination of the availability of funds and as to how any available funds will be allocated among its various service providers.
- D. The County shall not make payments for, or in any way be responsible for, payment to the Agency for:
 1. Any goods or services provided that do not fall within the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement;
 2. Any goods or services that fall within the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement, but that such payment by the County would supplant current available, or already budgeted, funding for those goods or services; or
 3. Any goods or services that fall within the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement, but that such payment can be made through a third-party program or insurance provider.
- E. The Agency shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement.
- F. The Agency may not accept duplicate funding for any cost, position, service, or deliverable funded by the Grant Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.

- G. Any costs or expenses incurred by the Agency that exceed the overall Grant Award amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Agency.

Article 7. Return of Funds

- A. **Unauthorized Expenditures.** The Agency shall reimburse the County for all unauthorized and funding-ineligible expenditures.
- B. **Payment(s) in Error.** The Agency shall return to the County any payments made to the Agency that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Work* attached as “**Exhibit A**”, the *Budget* attached as “**Exhibit B**”, or the terms of this Agreement (“**Payment(s) in Error**”).
1. In the event that the Agency, or any external accountant or auditor, determines that a Payment in Error was made, the Agency shall return to the County any associated funds no later than ten (10) business days from when the Agency became aware of such Payment in Error.
 2. In the event that the County discovers a Payment in Error, the County shall notify the Agency and the Agency shall return any associated funds to the County no later than ten (10) business days of the Agency’s receipt of such notice.
- C. **Delay or Failure to Return Funds.** Should the Agency fail to reimburse the County for any Payment in Error within the time designated, the County may respond with any number of the following actions:
1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Agency’s initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 3. Terminate this Agreement; or
 4. Bar the Agency from being considered when issuing future grant awards or other County agreements.

Article 8. Monitoring, Maintenance, Retention, and Access to Records

- A. The Agency hereby acknowledges that as a good steward of public funds the County has an obligation to monitor the Agency’s programmatic and financial activities. By executing this Agreement, the Agency hereby agrees to permit the County, the Comptroller of Orange County (the “**Comptroller**”), or the designee of either, to perform such program and financial monitoring

periodically through on-site observation, interviews with Agency staff, and review of the Agency's records.

- B. The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.
- C. The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and ensure that such expenditures are allowable, necessary, and reasonable under the *Scope of Work* attached as "**Exhibit A**", the *Budget* attached as "**Exhibit B**", or the terms of this Agreement.
- D. The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.
- E. All records that were created, utilized, or maintained for the purpose of fulfillment of the Agency's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
- F. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
- G. The Agency shall permit the County and the Comptroller, or the designee of either, to access, review, or reproduce any and all Relevant Records.
- H. **The Agency shall ensure that the provisions of this Article are incorporated into any contracts or agreements into which it enters that are related to this Agreement or the Grant Award.**

Article 9. Confidentiality

- A. **Confidentiality.** The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement as confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or federal law. See **Article 17 ("Florida State Terms")** for more information regarding the requirements of Florida's broad public records laws.
- B. **Health Insurance Portability and Accountability Act ("HIPAA")**
 - 1. **Generally.** If the Agency meets the definition of "**Covered Entity**," as defined in 45 CFR § 160.103, or a "**Hybrid Entity**," as defined in 45 CFR § 164.103, then:

- a. Before providing any services funded, in whole or in part, through this Agreement that may cause the Agency to generate Protected Health Information (“PHI”) as defined in 45 CFR § 160.103, the Agency must first obtain legally sufficient medical release authorizations from each individual receiving such services.
 - b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Grant Award-funded services that individual(s) receive to both the County and the Comptroller for reporting, monitoring, and auditing purposes.
 - c. The County hereby reserves the right to deny payment for any costs the Agency incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.
 - d. Additionally, the Agency must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.
2. **Business Associate Agreements.** Should the Agency’s provision of services under this Agreement require access to PHI generated by the County, then the Agency must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. Florida Information Protection Act (“FIPA”)

1. Pursuant to Section 501.171(g)1., Florida Statutes, “**Personal Information**” means either of the following:
 - a. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - (4) Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (5) An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If, pursuant to this Agreement, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the County in the event of a breach of security of the Agency's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
3. The Agency shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Agency.

Article 10. Audit Requirements

- A. The County, the Comptroller, or the designee of either, shall have the right to audit all the Agency's records. Such right to audit includes, but is not limited to, those records related to the disbursed under this Contract, in order to ensure the Agency's compliance with the terms, conditions, and obligations of this Agreement.
- B. The County and Comptroller, or the designee of either, shall additionally have full access to all Agency records, documents, and information, whether on paper or electronic media necessary to perform this audit anytime during normal business hours at the Agency's place of business.
- C. This right to audit shall include any subcontractors used by the Agency to procure goods or services under this Agreement. The Agency shall therefore ensure that any such subcontracts provide the right to audit the Agency's subcontractors to the County, the Comptroller, or the designee of either.
- D. The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, the right to terminate contribution payments; payment of restitution for any funds utilized by the Agency in a manner which is not in conformance with the terms of this Agreement.
- E. The Agency shall provide the County with a copy of its annual financial report and all external audit reports (including the reports of any and all audits performed by a state or federal agency) within thirty (30) days of the release, publication, or issuance of any such annual financial report or external audit report.
- F. **Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Agency.**

Article 11. Insurance Requirements

- A. The Agency agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.
- B. The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article.
- C. The Agency shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Agency prior to commencing operations under this Agreement to verify such coverage:

1. **All Agencies:**

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

The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Orange County, Florida.

2. **Agencies Providing Services at County Facilities:**

Workers' Compensation – The Agency shall maintain coverage for its employees with statutory workers' compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the *Leased Employee Affidavit* attached as "**Form 1.**"

Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by

way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **Agencies Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Agencies Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of this Agreement the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Agency shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

**Orange County, Florida
Attention: Risk Management Division
109 E Church Street, Suite 200
Orlando, FL 32801**

H. **State Agencies or Subdivisions.** If the Agency is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes):

1. **Article 11, Paragraphs A – G** are not applicable. However, such paragraphs do apply to any of the Agency’s subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Agency in any such subcontracts.
2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County’s Risk Management Division at the address in **Article 11, Paragraph G** above.

Article 12. Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** 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. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Sovereign Immunity.**

1. The County’s above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County’s sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.
2. **State Agencies or Subdivisions.** If the Agency is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Article 12, Paragraph B.1.** above applies to the Agency in the same manner in which it applies to the County.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Agency under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section

768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

- D. **State Agencies or Subdivisions.** If the Agency is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Article 12, Paragraph C.2.** above applies to the Agency in the same manner in which it applies to the County.

Article 13. Protection of Person and Property.

- A. While working or providing services at the County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement. The Agency shall take all reasonable precautions for the safety and protection of:
1. All employees and persons who the Agency agrees or invites to be on the premises and other persons who may be affected thereby; and
 2. All property, material, and equipment on the premises under the care, custody, or control of the Agency. Unless otherwise agreed to in writing by the County, the parties agree that the Agency will only be using its own property, material, and equipment.
- B. The Agency shall comply with, and ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, and standards. This includes, but is not limited to, the following:
1. Occupational Safety & Health (OSHA);
 2. National Institute for Occupational Safety & Health (NIOSH); and
 3. National Fire Protection Association (NFPA).
- C. The Agency must also comply with the guidelines set forth in Orange County Safety & Health Manual. The Manual can be accessed at the address below:
- <http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>
- D. The County may, in its sole and absolute discretion, remove any Agency employee, volunteer, invitee, student, client, or associate from the County's premises at any time.

Article 14. Independent Contractor, Non-Agent Agency, and Third Parties

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be

considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

- B. **Non-Agent Agency.** The Orange County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the Agency as an agent of the County. Additionally, no review or approval of the Agency's services, invoices, reports, or records by the County may be construed as the County appointing the Agency as an agent of the County.
- C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the County and its employees and/or contractors shall be held harmless from liability to any third parties for claims asserted under this Agreement.

Article 15. Termination

- A. **Termination for Convenience.** Either party may terminate this Agreement at any time without cause and at such party's convenience. The terminating party shall give the other party thirty (30) days written notice of its intent to terminate this Agreement. If such notice is given, this Agreement will terminate at the end of such thirty (30) days' termination notice. No damages may be assessed against either party for its termination of this Agreement pursuant to this provision.
- B. **Termination for Cause.**
 - 1. **Immediate Termination.**
 - a. The County reserves the right to terminate this Agreement immediately, to be effectuated as of the Agency's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Agency Liaison noted in **Article 1, Paragraph A ("The Parties")**, or as later re-designated pursuant to **Paragraph B** of that same Article. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Agency with such notice in the manner provided in **Article 16 ("Notice")** of this Agreement.
 - b. Immediate termination pursuant to this provision shall be permitted for any of the following reasons:
 - (1) The amount invoiced by the Agency meets or exceeds the amount of the Grant Award provided for in this Agreement;
 - (2) The Agency files bankruptcy or otherwise becomes insolvent;
 - (3) The Agency is determined to be ineligible to do business in the State of Florida;
 - (4) If the Agency is a non-profit agency, loss of the Agency's non-profit status;
or

(5) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Agency is unable to perform under this Agreement.
3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Agency's proposed cure if such an opportunity is provided, the County reserves the right to provide the Agency the opportunity to cure any stated breach. If the County provides such opportunity to cure, it shall:
 - a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
 - b. Allot a deadline by which the Agency must provide its proposed cure to the County.
4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Agency's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

C. **In the Event of Termination by the County.** After receipt of a notice of termination from the County, except as otherwise directed, the Agency shall take all of the following actions:

1. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);
2. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;
3. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;
4. Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated;
5. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;
6. Take any other actions as reasonably directed in writing by the County;
7. If the *Scope of Services* attached as "**Exhibit A**" includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary; and

8. If the *Scope of Services* attached as “**Exhibit A**” includes research, data collection, data analysis, or the production of a report in any manner, the Agency must provide to the County any and all of such data collected and draft documents created by the Agency (or its subcontractors) as of the date of termination to the County.
- D. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, the Agency shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, any funds owed to the County due to any overages paid to, or breach of contract by, the Agency shall be deducted from the amount due the Agency. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.
- E. **Force Majeure.**
1. The Agency shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Agency’s control so long as the Agency’s delay is not caused by the Agency’s own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or “Act of God” that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.
 2. The above notwithstanding, in order to claim delay pursuant to this provision, the Agency shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
 3. If the Agency’s performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Agency for any work performed pursuant to this Agreement prior to the date of the County’s termination.
 4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 16. Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below. Such addresses may be changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

To the County:	<p>Mental Health and Homelessness Division Attn: Lonnie Bell 2002A E. Michigan Street Orlando, Florida 32806</p> <p>AND</p> <p>Orange County Administration Attn: Carla Bell Johnson, Assistant County Administrator Administration Building, 5th Floor 201 S Rosalind Avenue Orlando, Florida 32801</p>
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To the Agency:	<p>Heart of Florida United Way, Inc. Attn: Ray Larsen 1940 Cannery Way Orlando, Florida 32804</p>
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Article 17. Florida State Terms
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A. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Agency shall:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County, provide the County 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 amount set by the County.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
 - d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
 - e. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable Florida law.

- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2. **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

B. Scrutinized Companies.

1. By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
2. Specifically, by executing this Agreement, the Agency certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
3. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Agency certifies that it is not:
 - a. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
4. The County reserves the right to terminate this Agreement immediately should the Agency be found to:
 - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to entering into this Agreement with the County.

5. If this Agreement is terminated by the County as provided in **Article 17, Paragraph B.4.a.** above, the County reserves the right to pursue any and all available legal remedies against the Agency, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in **Article 17, Paragraph B.4.b.** above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County's termination.
6. Unless explicitly stated in this Article, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Article.

C. E-Verify Use and Registration.

1. Pursuant to Section 448.095, Florida Statutes, as of January 1, 2021, contractors and subcontractors of the County is required to register with, and use, the E-Verify system to verify the work authorization status of all newly hired employees.
2. For the purposes of this provision, the Agency is a "contractor" which is defined as "a person or entity that has entered, or is attempting to enter into, a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration."
3. By executing this Agreement, the Agency hereby certifies that, pursuant to Florida law, it:
 - a. Is registered with, and uses, the E-Verify system to verify authorization status of all newly hired employees;
 - b. Should the Agency enter into a subcontract utilizing any portion of the Grant Award funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and
 - c. When applicable, the Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.
4. If the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(2)(c)1, Florida Statutes.
5. If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of the contract.

Article 18. General Provisions (Alphabetical)
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- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this

Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").
- C. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- D. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- E. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.
- F. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- G. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- H. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- I. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

- J. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- K. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- L. **Unlawful Discrimination.** The Agency, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation, and gender expression/identity, color, age, disability, or national origin.
- M. **Use of County and Agency Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.
- O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- P. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

Article 19. Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

ORANGE COUNTY, FLORIDA SIGNATURE PAGE

The County has executed this Agreement on the date set forth below.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: *Brynn Brooks*
for Jerry L. Demings, Orange County Mayor
Date: 30 July 2021

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

By: *Katie Smith*
Date: July 30, 2021

**AGENCY SIGNATURE
ON PAGE 22 OF 22**

AGENCY SIGNATURE PAGE

**ORANGE COUNTY, FLORIDA'S SIGNATURE
ON PAGE 21 OF 22**

The Agency has executed this Agreement on the date set forth below.

Heart of Florida United Way, Inc.

Jeffery J. Hayward Digitally signed by Jeffery J. Hayward
Date: 2021.07.16 16:07:13 -04'00'

By: _____
Jeffery J. Hayward
President and Chief Executive Officer

Date: July 16, 2021

**Exhibit A
Scope of Services**

Part 1: Grant Award Purpose

BACKGROUND INFORMATION:

In October 2020, County staff began a collaborative process with community partner agencies and stakeholders with the goal of obtaining and better identifying the service “gaps” in Orange County’s behavioral healthcare system. Such effort concluded in March 2021, when the County’s staff finalized its *Orange County Behavioral Health System of Care Gaps Report* (the “**Preliminary Staff Report**”).

The Preliminary Staff Report identified needs in the following areas:

- Prevention/Early Intervention
- Outpatient
- High Intensity Outpatient
- Inpatient
- Substance Abuse & Mental Health Residential Care
- Aftercare
- Homeless Services
- Law Enforcement & Mental Health Co-Response
- Access to Treatment & Transitional Housing
- Dignified Assisted Living and Long-Term Residential Facilities
- The impact of the Covid-19 Pandemic on the need for behavioral health services
- The impact of the Covid-19 Pandemic on existing behavioral health system gaps related to access, capacity and menu of available options

While the Preliminary Staff Report is informative, because it was completed in-house and with limited resources, it is not without its substantial limitations. Still, despite such limitations, the Preliminary Staff Report’s findings clearly demonstrated that the County’s mental and behavioral healthcare system is unable to meet the increased demands for such services related to the coronavirus public health emergency.

GRANT AWARD PURPOSE:

The purpose of this Grant Award is to address the limitations of the Preliminary Staff Report by funding a community-led effort to validate such report’s accuracy and expand upon it. This *Mental and Behavioral Health System of Care Community Analysis* will generate relevant and accurate data upon which the County and its community partners and stakeholders can develop and implement impactful, long-term solutions to the existing deficiencies in the County’s mental and behavioral health care system.

Part 2: Agency Responsibilities

PROJECT SUMMARY:

The Agency will convene and lead meetings with community providers, funders, consumers, and other stakeholders to examine system gaps, recommend needed resources, and ascertain relevant funding amounts and sources. The findings of this effort will be included in an action plan for the community and partners to improve the mental and behavioral health system of care and enhance coordination between the civil, criminal and social service sectors. The Agency will return to the Board of County Commissioners and key stakeholders

Exhibit A
Scope of Services (Continued)

to review the community action plan and potential funding streams including federal and state grants to improve Orange County's mental and behavioral health system of care for all ages.

PURSUANT TO THE TERMS OF THIS AGREEMENT, THE SUBRECIPIENT SHALL:

- Review and obtain community input on the *Preliminary Report* with key stakeholders including representatives of the community, civil, and criminal justice sectors as well as consumers.
- Convene diverse groups of community providers, funders, consumers, advocacy groups, and other stakeholders to examine system gaps, recommend needed resources, and ascertain relevant funding amounts and sources.
- Lead stakeholder meetings for the purpose of building consensus on current services and gaps of the behavioral health system in Orange County and ensure that underserved communities are represented and any unique needs are identified.
- Identify and document the current funding sources for mental and behavioral health services in Orange County, to include but not be limited to existing funding sources, the requirements, and restrictions of available funding sources and potential untapped opportunities for leveraging, expansion, and enhancement.
- Identify duplication of services across service providers and collect feedback on the efficacy of the mental and behavioral health continuum of care (to include service alignments). Gain consensus on behavioral health needs and priorities and funding requirements.
- Identify the impact on the community of not improving the mental and behavioral health system of care.
- Identify mental and behavioral health best practices that could be utilized in Orange County.
- Identify current ways consumers are navigated to resources and receive information, including communication gaps, and make recommendations to raise awareness on how to access behavioral health services.
- Communicate and engage regularly with the community stakeholder group including one-on-one interviews, round table discussions, and regular meetings.
- Hire a project consultant to: support identifying the community stakeholders to participate in the community convening process; facilitate community stakeholder meetings and any other data collection processes (surveys, interviews, round table discussions, etc.); identify current behavioral health funding sources; and incorporate research data (best practices, existing services, gaps, etc.), stakeholder data, recommendations, and current and potential funding sources into a report.
- Provide updates to Orange County regularly (in accordance with the Project Schedule detailed below)
- Create a detailed report that includes:
 - The findings of this effort will be included in an action plan for the community and partners to improve the mental and behavioral health system of care and enhance coordination between the civil, criminal and social service sectors. The mental and behavioral health stakeholders serving Orange County residents and the roles and responsibilities of each stakeholder.
 - The results of the consensus building/information gathering process to include any duplication and/or gaps in services.

Exhibit A
Scope of Services (Continued)

- The report will outline potential funding streams including federal and state grants to improve Orange County's mental and behavioral health system of care for all ages.
- Funding sources and levels for current and potential mental and behavioral health services and the limitations and opportunities of funding that will allow service providers to improve, enhance, and/or expand behavioral health services for Orange County residents.
- Recommendations to the community for increasing and enhancing the provision of mental and behavioral health services for Orange County residents and opportunities to implement those recommendations. This includes what funding is needed and a prioritization for how available funding should be applied.

ADDITIONAL ITEMS:

- The Agency's Senior Vice President of Strategic Impact & Community Engagement will oversee the project.
- The Agency will hire a project manager to support planning and execution of all Mental and Behavioral Health System of Care Community Analysis actions.
- The County will facilitate access to behavioral health experts and key community stakeholders to include encouraging their participation in the review process and responding to requests for information.

[PROJECT SCHEDULE ON FOLLOWING PAGE]

**Exhibit A
Scope of Services (Continued)**

PROJECT SCHEDULE:

- In meeting its obligations under this Agreement, the Agency shall adhere to the following project schedule, the dates of which may be adjusted by the County Liaison in writing and without formal amendment to this Agreement so long as such adjusted dates remain within the Grant Performance Period.

PROJECT SCHEDULE

Project Tasks	Time Frame
Statement of Work finalization	June 2021
Contract agreement between Orange County and United Way	July 2021
United Way engages a consultant firm	July 2021
United Way hires a project manager	July/August 2021
First Progress Report and Invoice due to Orange County	August 20, 2021
Research behavioral health services best practices, current system, gaps, and opportunities	August/September/October 2021
Community stakeholder convenings	August/September 2021
Interviews and convening of stakeholder group	September/October 2021
Second Progress Report and Invoice due to Orange County	September 17, 2021
Additional research/data collection as needed; Draft report and recommendations	October/November 2021
Third Progress Report and Invoice due to Orange County	October 15, 2021
Fourth Progress Report and Invoice due to Orange County	November 19, 2021
Fifth Progress Report and Invoice due to Orange County	December 17, 2021
Sixth Progress Report and Invoice due to Orange County	January 21, 2022
Final report, seventh progress report, and invoice due to Orange County	February 28, 2022
Final Progress Report and Invoice due to Orange County	March 18, 2022
Presentation to stakeholders and Board of County Commissioners	TBD

**Exhibit B
Budget**

DIRECT COSTS				
Project Costs				
Expense	Amount			
Subcontracted Project Consultant	\$150,000.00			
Equipment, Software, and Supplies	\$8,000.00			
Travel and Meetings	\$8,000.00			
Printing	\$2,245.78			
Subtotal for Project Costs:				<u>\$168,245.78</u>
Personnel Expenses				
Expense	Hourly	Hours/Wk	# Weeks	Amount
SVP of Strategic Impact & Community Engagement	\$88.56	15	43	\$57,121.20
Strategic Impact Coordinator	\$26.02	15	43	\$16,782.90
Project Manager	\$27.69	37.5	43	\$44,650.13
Subtotal Personnel Expenses:				<u>\$118,554.23</u>
TOTAL DIRECT COSTS:				<u>\$286,800.00</u>

ADMINISTRATIVE COST	
Administrative Cost Rate (10%)	\$28,680.00
TOTAL ADMINISTRATIVE COSTS:	<u>\$28,680.00</u>

TOTAL GRANT AWARD AMOUNT:	<u>\$315,480.00</u>
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Budget Narrative

- **Senior VP of Strategic Impact & Community Engagement:** Responsible for providing full project oversight and coordinating consultant, project manager, and community stakeholder group.
- **Strategic Impact Coordinator:** Responsible for providing ongoing logistical support.
- **Project Manager:** Under the direction of the SVP of Strategic Impact & Community Engagement, responsible for the planning and execution of all Mental and Behavioral Health System of Care Community Analysis actions; 8-month contract including salary and benefits.
- **Project Consultant:** Support identifying the community stakeholders to participate in the community convening process; facilitate community stakeholder meetings and any other data collection processes (surveys, interviews, round table discussions, etc.); and incorporate research data (best practices, existing services, gaps, etc.), stakeholder data, recommendations, and current/potential funding sources into a report.

Exhibit B Budget

- **Equipment, Software, and Supplies:** Includes the anticipated costs for conducting all activities to complete the Mental and Behavioral Health System of Care Community Analysis, which may include computer equipment, videoconferencing tools, and supplies.
- **Travel and Meetings:** Includes costs incurred by the Agency and the project manager to conduct supplemental meetings, interviews, and hold round table discussions, as necessary.
- **Printing:** Includes costs to print a limited number of the Mental and Behavioral Health System of Care Community Analysis Recommendations Report and other printed documents in support of the Mental and Behavioral Health System of Care Community Analysis, and/or final report.

**Form 1
Leased Employee Affidavit**

Please select one of the choices below.

- None** of the services in the *Scope of Services* will be provided on County property.
- All or a portion** of the services in the *Scope of Services* will be provided on County property. If selected, select an option below:
- The Agency **will not be using an employee leasing arrangement** and therefore is not obligated to complete this form pursuant to **Article 11, Paragraph C.1.** of this Agreement.
- The Agency **will be using an employee leasing arrangement** and attests to the following:

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the Agency, that:

- A. The Agency hereby certifies that it has workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: TriNet
Workers' Compensation Carrier: Aon
A.M. Best Rating of Carrier: A+
Inception Date of Leasing Arrangement: 09/01/2019

- B. The Agency understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the Agency's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Agency affirms that 100% of its workers are covered as worksite employees with the employee leasing company.
- C. The Agency further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Agency has any workers not subject to the employee leasing arrangement, the Agency hereby agrees to obtain a separate workers' compensation policy to cover such workers. The Agency further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the County's worksite or performing any obligation pursuant to this Agreement.
- D. The Agency hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.
- E. The Agency hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the Agency hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Jeffery J. Hayward
Digitally signed by Jeffery J. Hayward
Date: 2021.07.16 16:08:03 -04'00'

Signature of Agency Representative
Jeffery J. Hayward

Printed Name

President and Chief Executive Officer

Official Title
July 16, 2021

Date