




Interoffice Memorandum

May 9, 2022

AGENDA ITEM

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

THRU: Carla Bell Johnson, AICP, Deputy County Administrator 

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

SUBJECT: **CONSENT ITEM – MAY 24, 2022**
Orange County Mental and Behavioral Health System Analysis –
Implementation - Heart of Florida United Way

On February 22, 2022, Orange County staff and The Heart of Florida United Way in conjunction with consultant and facilitator, Dr. Lauren Josephs, presented the *Orange County Mental and Behavioral Health System of Care Community Analysis* report and recommendations to the Board of County Commissioners. The Board formally accepted the report and recommendations. There were six key focus areas and 16 recommendations. The last of these is to establish an implementation team to advance the recommendations of the report.

Similar to the work of the Youth Mental Health Commission that started in 2013 and continues today, Heart of Florida United Way will establish an Implementation Council (Council) which will develop an action plan and prioritization of the short, mid and long-term recommendations included in the *Orange County Mental and Behavioral Health System of Care Community Analysis*. The Council will include a chair and co-chair who will confer with subject matter experts and consultants, to advance the recommendations, while determining funding sources and sustainability. The Council will report to the County staff on a regular scheduled basis with a final update provided to the Board by June 15, 2023. As some of the recommendations are more long term in nature, it may be necessary to continue the Council beyond June of 2023.

The Heart of Florida United Way will develop an action plan to advance the recommendations, identify immediate priorities, convene the Council, schedule meetings, create agendas, and record the minutes. A final report will be presented to the Board.

ACTION REQUESTED: Approval and execution of Grant Agreement between Orange County, Florida and Heart of Florida United Way, Inc. for a grant award not to exceed \$566,696.13 for the purpose of Development of an Orange County Mental and Behavioral Health System of Care Community Action Plan to guide, develop, and advance the Implementation Council responsible for carrying out the other 15 recommendations included in the *Mental and Behavioral Health System of Care Community Analysis* and authorization for the County Administrator to execute a contract with Heart of Florida United Way. All Districts.

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

Grant Agreement
between
Orange County, Florida
and
Heart of Florida United Way, Inc.
for a grant award not to exceed \$566,696.13
for the purposes of
**Development of an Orange County Mental and Behavioral Health System of Care
Community Action Plan**

THIS TABLE IS FOR COUNTY INTERNAL USE ONLY	
County Contract No.:	Y22-2218
County Department/Division:	Mental Health and Homelessness Division
Grant Award Budget Line:	0001-062-2504-8610

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Article 1. Party Information and Notice Provision

A. **The Parties.** This Grant Award Agreement (the “**Agreement**”) is entered into by and between the two parties indicated in **TABLE 1 – THE PARTIES** below in consideration of the mutual promises contained in this Agreement. Both the County and the Agency may be individually referred to as “**party**” or collectively referred to as “**parties**” in this Agreement.

TABLE 1 – THE PARTIES	
Party #1	<p>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’s Agreement Liaison: Donna Wyche Email Address: Donna.Wyche@ocfl.net</p>
Party #2:	<p>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’s Agreement Liaison: Ray Larsen Email Address: ray.larsen@hfuw.org</p>

B. **Notice Provision.** 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 in **TABLE 2 – NOTICE** below. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 2 – NOTICE	
To the County:	<p>Mental Health and Homelessness Division Attn: Donna Wyche 2002-A E. Michigan Street Orlando, Florida 32806</p> <p>AND</p> <p>Orange County Administration Attn: Carla Bell Johnson, Deputy County Administrator Administration Building, 5th Floor 201 S Rosalind Avenue Orlando, Florida 32801</p>
To the Agency:	<p>Heart of Florida United Way, Inc. Attn: Ray Larsen 1940 Cannery Way Orlando, Florida 32804</p>

C. The County and the Agency may unilaterally re-designate their respective agreement liaisons as provided in **TABLE 1 – THE PARTIES**, as well as their respective addresses as provided in **TABLE**

2 – NOTICE, by providing written notice of such change to the other party pursuant to the “Notice Provision” found in Paragraph B of this Article.

Article 2. Grant Information

- A. **Grant Award.** This Agreement is regarding a grant award for an amount not to exceed **\$566,696.13** (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.
- B. **Grant Award Purpose.** The County is providing the Grant Award to the Agency in order to fulfill the objectives further detailed in the *Scope of Services* attached to this Agreement as “**Exhibit A**”.
- C. **Grant Award Terms and Conditions.** The Agency’s receipt and use of the Grant Award is subject to the terms, conditions, and contractual provisions found in this Agreement.

Article 3. Term of Agreement and Grant Performance Period

- A. **Agreement Term.** The term of this Agreement begins on the date that it is approved for execution by the Orange County Board of County Commissioners, provided that it has already been executed the Agency (the “**Effective Date**”) and shall conclude on: **05/31/2023**. If the Agreement has not already been executed by the Agency at the time of approval by the Orange County Board of County Commissioners, the term of this Agreement begins on the date that it is fully executed by both parties and shall have the same conclusion date noted above.
- B. **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: **05/24/2022** to **05/31/2023**. 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 **05/31/2023** shall be returned to the County.
- C. **Renewals and Extensions.** The parties will each provide written notice to the other of their intent to renew or extend this Agreement no later than sixty (60) days prior to the end of this Agreement’s term. Any such renewal or extension must be made by written agreement that is mutually executed by each party. The County reserves the right to refuse renewal or extension of this Agreement at its sole discretion.

Article 4. Agency’s Obligations and Responsibilities

- A. **Scope of Services.** The Agency shall be responsible for meeting the objectives of this Agreement, as detailed in the *Scope of Services* attached to this Agreement as “**Exhibit A**”, in a manner that is deemed satisfactory by the County and consistent with the standards set forth in this Agreement.
- B. **Agency’s Agreement Liaison.** The Agency’s agreement liaison identified in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 1, Paragraph B** (“**Notice Provision**”), shall be available to communicate and meet with the County’s agreement liaison and relevant County staff in order to review the Agency’s performance pursuant to this Agreement. The County reserves the

right to, at no additional cost to the County, require that the Agency change its agreement liaison should the County's agreement liaison believe so-doing best serves the performance or objectives of the Grant Award.

C. **Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request. Failure by the County to request such proof of licensure and approvals shall in no manner be construed as alleviating the Agency's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the County.

D. **Employees of the Agency.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the Agency (or of any subcontractor of the Agency) in a professional and skillful manner.
2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the Agency (or of any subcontractor of the Agency) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.
3. **Removal of Employees.** The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency (or of any subcontractor of the Agency) that the County's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the Agency must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Agency must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as “**Form 1**”. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 17 (“Termination”)**) of this Agreement.

E. **Inherently Religious Activities.** When expending the Grant Award, the Agency must adhere to the following conditions:

1. The Agency must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Grant Award;
2. Such inherently religious activities must be offered separately, in time or location, from the Grant Award-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Grant Award-funded services; therefore, the Agency shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Grant Award on participation in any inherently religious activities.

F. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as “**Form 2,**” the Agency must certify that:
 - a. The Agency does not meet the definition of “Scrutinized Company” pursuant to Section 215.473, Florida Statutes; and
 - b. The Agency – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Agency or an affiliate of the Agency – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.
2. The County reserves the right to Immediate Termination (as later defined in **Article 17 (“Termination”)**) of this Agreement should the Agency:
 - a. Be found to have falsified its certification in “**Form 2**”; or
 - b. 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 either Section 287.133, Florida Statutes (“**Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities**”) or Section 287.135, Florida Statutes (“**Prohibition Against Contracting with Scrutinized Companies**”) subsequent to entering into this Agreement with the County.

Article 5. 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 in **TABLE 1 – THE PARTIES,**

or as later re-designated pursuant to **Article 1, Paragraph B (“Notice Provision”)**, 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 6. Progress Reports

- A. **In General.** Progress Reports shall be delivered to the County on a form approved, in writing, by the County Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 1, Paragraph B (“Notice Provision”)**.
- 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 Schedule of Deliverables 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 7. 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 **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 1, Paragraph B (“Notice Provision”)**.
- B. **Minimum Standards for Invoices.** At minimum, all invoices submitted by the Agency must:
 1. Include enough detail and supporting documentation 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 it 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 Schedule of Deliverables 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 8. 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’ written notice 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, Agency 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 Grant Award 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 9. Return of Funds

- A. **Unauthorized Expenditures.** The Agency shall reimburse the County for all unauthorized, non-compliant, and/or funding-ineligible expenditures made with the Grant Award funds by the Agency.
- 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, non-compliant, 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 10: Maintenance, Retention, Access to Records, and Public Records

- A. The Agency, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.
1. 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.
 2. 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 establish that such expenditures are allowable, necessary, and reasonable under this Agreement.
 3. 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.
 4. 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.
 5. 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.
 6. The Agency shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), and the designees of either, to access, review, or reproduce any and all Relevant Records.
 7. If the *Scope of Services* in "**Exhibit B**" is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, and the designees of either.
 8. **The Agency shall ensure that the provisions of this Article are incorporated into any contracts or agreements through which the Agency uses, expends, and/or disburses any portion of the Grant Award funds provided pursuant to this Agreement.**
- B. **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 federal and 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.

Article 11. Confidentiality

- A. **Confidentiality.** The parties hereby agree to maintain any confidential information it receives from the other party over the course of this Agreement as confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida law.
- 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 verbal and written 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 12. Audit and Monitoring Requirements

- A. The Agency hereby acknowledges that as a good steward of public funds the County has an obligation to audit and 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**"), and the designees of either, to perform such program and financial monitoring and auditing periodically through on-site observation, interviews with Agency staff, and review of the Agency's records.
- B. The County, the Comptroller, and the designees 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.
- C. The County and Comptroller, and the designees 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.
- D. 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, and the designees of either.
- E. 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.
- F. 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.
- G. **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 13. 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 3."

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. **Paragraphs A – G** of this Article 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 **Paragraph G** of this Article.

Article 14. 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 **Paragraph B.1.** of this Article 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 **Paragraph C.2.** of this Article applies to the Agency in the same manner in which it applies to the County.

Article 15. 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 16. 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 17. 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 **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 1, Paragraph B (“Notice Provision”)**. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Agency with written notice consistent with the Notice Provision.

- 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 18. General Provisions (Alphabetical)

- 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; Civil Rights.** 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. The Agency shall comply with any and all applicable federal, state, and local anti-discrimination and Civil Rights laws, rules, and regulations.
- 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: _____
Jerry L. Demings, Orange County Mayor

Date: _____

As approved by the Orange County Board of County

Commissioners on: _____

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

By: _____

Date: _____

**AGENCY SIGNATURE
ON FOLLOWING PAGE**

AGENCY SIGNATURE PAGE

**ORANGE COUNTY, FLORIDA'S SIGNATURE
ON PREVIOUS PAGE**

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

Heart of Florida United Way, Inc.

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

Date: _____

Exhibit A Scope of Services

Part 1: Introduction

On February 22, 2022, the Heart of Florida United Way (the “Agency”), in conjunction with consultant and facilitator, Dr. Lauren Josephs, presented the *Orange County Mental and Behavioral Health System of Care Community Analysis Report* (the “Report”) to the Orange County Board of County Commissioners (the “Board”).

The Report contained six (6) key focus areas and made sixteen (16) recommendations regarding the current state of the Mental and Behavioral Health System of Care in Orange County, Florida. Through the efforts funded by this Grant Award, the County will have implemented the Report’s sixteenth (16th) recommendation, which is the establishment an implementation team to advance the initial five (5) key focus areas and their associated fifteen (15) recommendations.

Part 2: Grant Award Purpose

The County is providing the Grant Award to the Agency for the purpose of fulfilling the Report’s sixth (6th) key focus area and its associated sixteenth (16th) recommendation by tasking the Agency with the following two key objectives:

1. **Action Plan Development:** Developing an Orange County Mental and Behavioral Health System of Care Action Plan to advance the implementation of the fifteen (15) recommendations provided in “**Exhibit A (Attachment 1)**” (the “**Action Plan**”); and
2. **Identification of Immediate Priorities:** Establishing a list of priority projects that leverage existing programs and resources that may be immediately implemented.

Please note that the County already has made and continues to partake in ongoing efforts toward the implementation of the Report’s recommendations, the full list of which is provided in “**Exhibit A (Attachment 2)**”.

Part 3: Agency Responsibilities

Tasks:

In order to complete the two key objectives noted in **Part 2 (“Grant Award Purpose”)** above, the Agency will complete the following tasks within the deliverable deadlines provided.

• **Task #1: Establish Implementation Council**

○ **Subtasks:**

- A. Identify community leaders for membership on the Implementation Council.
- B. Identify a Chair and Co-Chair for the Implementation Council.
- C. Set a regular meeting schedule with the Implementation Council and educate the Implementation Council’s membership regarding the implications and applicability of Florida Sunshine Law and Florida Public Records law.

- **Additional Information:** Both of the above subtasks should be completed in consult from the County.
- **Task #1 Deliverable Date:** The Implementation Council should be established within thirty (30) days from the beginning of the Agreement’s term.

Exhibit A
Scope of Services

• **Task #2: Identify Immediate Priorities (Complete Key Objective #2)**

- **Task Summary:** With the assistance and input of the Implementation Council, review the fifteen (15) recommendations identified in “**Exhibit A (Attachment 1)**” and then draft and finalize a list of priority projects that leverage existing programs and resources and that may be immediately implemented. For the purpose of this task “immediately” is defined as “able to be accomplished within one (1) calendar year”.
 - **Additional Information:**
 - A. The priority project list should include: (i) the specific recommendation(s) under which each project falls; (ii) the existing programs and resources involved; (iii) the costs associated with completion of the project; (iv) the community partners available to either assist the County with the completion of the project or who can complete the project themselves; (v) any subtasks associated with completing such project; and (vi) the project’s measurable objectives.
 - B. The priority project list should also make note of any such priority projects that the County has already completed, or is in the process of completing, as of the date of the Agency’s presentation of the Report to the Orange County Board of County Commissioners.
 - **Task #2 Deliverable Date:** The priority project list should be provided to the County within one-hundred-and-twenty (120) days from the beginning of the Agreement’s term.
-

• **Task #3: Action Plan Development (Complete Key Objective #1)**

- **Task Summary:** With the assistance and input of the Implementation Council, develop, draft, and finalize an Action Plan to advance the implementation of the fifteen (15) recommendations.
 - **Subtasks:**
 - A. The Implementation Council shall have several public meetings where the following diverse groups are invited: community providers, funders, consumers, and advocacy groups. The format of these meetings should: (i) facilitate discussion with such diverse groups about the implementation of the fifteen (15) recommendations and solicit input – including but not limited to identification of resources and the identification and prioritization of related projects; and (ii) identify how each community stakeholder can support the implementation of the recommendations.
 - B. The Implementation Council shall have at least one (1) meeting dedicated to the business and philanthropic communities at which the Report is presented. The format of these meetings should facilitate discussions on how the business and philanthropic communities can support the implementation of the recommendations.
 - **Subtask Deliverable Date:** At least one (1) such meeting must be held within one-hundred-and-twenty (120) days from the beginning of the Agreement’s term.
 - C. If the Implementation Council feels that subcommittees should be formed per Key Focus Area identified in “**Exhibit A (Attachment 1)**”, the Agency may assist the Implementation Council in forming such subcommittees. Any subcommittees formed will have one Subcommittee Chair and one Subcommittee Vice Chair.
 - D. The Agency shall hire a consultant to support the following tasks:
 - 1. Updating the key stakeholder group with consult of the County in a manner consistent with the provisions of this *Scope of Services*.
-

Exhibit A
Scope of Services

2. Formalizing the Implementation Council's mission and objectives.
3. Facilitating the Implementation Council's meetings (and subcommittee meetings, if applicable), while recording all activity and outcomes and adhering to all applicable requirements of Florida's Sunshine Law.
4. Identifying and documenting the current funding sources for mental and behavioral health services in Orange County, Florida, to include but not be limited to: (i) existing funding sources; (ii) the requirements and restrictions of available funding sources; and (iii) potential untapped opportunities for leveraging, expansion, and enhancement of such resources as they relate to each of the fifteen (15) recommendations listed in "**Exhibit A (Attachment 1)**".
 - **Subtask Deliverable Date:** Completion of this subtask with a final information provided to the County is due one-hundred-and-fifty (150) days from the beginning of the Agreement's term.
5. Research and determine the needed funding for all items with no stated dollar amount included in the Report.
 - **Subtask Deliverable Date:** Completion of this subtask with a final information provided to the County is due one-hundred-and-eighty (180) days from the beginning of the Agreement's term.
6. With the input of the Implementation Council, draft and finalize an Action Plan which expands upon the fifteen (15) recommendations and advances the implementation of each recommendation. Such Action Plan shall:
 - a. Expand upon that recommendation and to provide the County with specific direction as to how such recommendation should best be implemented.
 - b. Whenever possible, break each of the fifteen (15) recommendations down (with the exception of longer-term recommendations, see Additional Information Item E below) into isolated tasks and projects that if completed would lead to the full implementation of such recommendation. When so doing, provide the following information per each such isolated task or project:
 - (1) The associated costs and any potential funding or resources;
 - (2) The completion timeline;
 - (3) The community partners available to either assist the County with the completion of each task or project or who will complete such task or project themselves; and
 - (4) The measurable objectives/results for each isolated task or project.
 - c. Ensure that all recommendations include a documented sustainability plan that includes recommended budget allocations for programs, projects, etc. for the County and identified other funding sources.
 - d. Should there be a need for the procurement of particular services or goods, provide the data supporting such procurement, the specific scope of services, and the estimated cost.
 - e. Include any relevant or related projects, programs, or actions taken by the County as of the date that the Report was presented to the Orange County Board of County Commissioners. This should include an update to the information provided in "**Exhibit A (Attachment 2)**".
 - f. Include all endeavors, efforts, and actions taken toward the implementation of the fifteen (15) recommendations by the County or any community partners after the date that the Report was

Exhibit A
Scope of Services

presented to the Board – whether or not such have been completed prior to the finalization of the Action Plan.

▪ **Subtask Deliverable Dates:**

- i. Initial rough draft (30% Completion) of Action Plan due one-hundred-and-eighty (180) days from the beginning of the Agreement's term.
- ii. Second rough draft (60% Completion) of Action Plan due two-hundred-and-forty (240) days from the beginning of the Agreement's term.
- iii. Third rough draft (90% Completion) of Action Plan due three-hundred (300) days from the beginning of the Agreement's term.
- iv. Initial final draft of Action Plan due three-hundred-and-thirty (330) days from the beginning of the Agreement's term.

7. Provide regular and routine updates to the County as requested and produce and provide **monthly** Progress Reports in accordance with the Schedule of Deliverables below. Such Progress Reports should include, at minimum:

- a. Implementation Council makeup and objectives;
- b. Any subcommittees created by the Implementation Council;
- c. Any updates of the progress and outcomes on each of the five (5) key focus areas and fifteen (15) recommendations listed in “**Exhibit A (Attachment 1)**”;
- d. Unmet needs and barriers;
- e. An updated schedule of anticipated steps and work still to be completed.

○ **Additional Information:**

- A. The Agency will employ additional staff, experts, and facilitators as needed to competently and timely meet its performance and deliverable obligations under this Agreement. The County will only pay for such expenses as is budgeted in the *Budget* attached as “**Exhibit B**”.
- B. The Agency's Senior Vice President of Strategic Impact & Community Engagement will oversee the Agency's performance under this Agreement.
- C. The County's Agreement Liaison identified in **TABLE 1 – PARTIES**, or as later re-designated pursuant to **Article 1, Paragraph B (“Notice Provision”)**.
- D. The County will facilitate access to behavioral health experts and key community stakeholders to include encouraging their participation in the planning process.
- E. Plans for longer-term recommendations (those involving long-term policy and funding decisions for example) will indicate steps to be developed in year two or three. Includes:
 - Key Focus Area 3: Affordable Housing and Services for Homeless Individuals and Families (Recommendation 8)
 - Key Focus Area 4: Qualified and Available Workforce (Recommendations 10 and 12)
 - Key Focus Area 5: Mental and Behavioral Health Finances (Recommendations 13, 14, and 15)

Exhibit A
Scope of Services

- F. The County will provide and/or help identify meeting space for Implementation Council and other meetings/convenings as requested.
 - G. The County will provide the public with notice of meetings.
 - **Task #3 Deliverable Date:** All elements above shall be completed prior to the conclusion of the Agreement's Term. This includes the provision of a presentation of the final Action Plan and the Agency's overall work provided to the Orange County Board of County Commissioners.
-

[PART 4 SCHEDULE OF DELIVERABLES ON FOLLOWING PAGE]

**Exhibit A
Scope of Services**

Part 4: Schedule of Deliverables

In meeting its obligations under this Agreement, the Agency shall adhere to the following Schedule of Deliverables. Any deadline provided in the Schedule of Deliverables that falls on a weekend or County holiday will carry over to the next County business day.

Recurring Deliverables	
Progress Report and Invoice Frequency:	Monthly, due on the 15 th of the following month. May 2022 and June 2022 may be reported and invoiced together.

Specific Deliverable Deadlines		
Deliverable	Task/Subtask	Deadline
Board Approves Agreement	N/A	Term Begins: 05/24/2022
Establishment of Implementation Council	Task #1	30 Days: 06/23/2022
Initial Project Priority List Due	Task #2	120 Days: 09/21/2022
Deadline to have completed research, identification, and documentation of current funding	Task #3, Subtask D4	150 Days: 10/21/2022
Deadline to have convened at least one meeting of business and philanthropic community	Task #3, Subtask B	120 Days: 09/21/2022
Deadline to have completed research and determine the needed funding for all items with no stated dollar amount included in the Mental and Behavioral Health System of Care Community Analysis Report	Task #3, Subtask D5	180 Days: 11/20/2022
Initial rough draft (30% Completion) of Action Plan Due	Task #3, Subtask D(i)	180 Days: 11/20/2022
Second rough draft (60% Completion) of Action Plan Due	Task #3, Subtask D(ii)	240 Days: 01/19/2023
Third rough draft (90% Completion) of Action Plan Due	Task #3, Subtask D(iii)	300 Days: 03/20/2023
Initial final draft of Action Plan Due	Task #3, Subtask D(iv)	330 Days: 04/19/2023
Deadline for presentation of final draft of Action Plan and overall project completion to the Board	Task #3	Term Ends: 05/31/2023
Final Progress Report and Invoice Due	N/A	06/15/2023

Note: The deadline dates provided in the Schedule of Deliverables may be adjusted by the County Liaison indicated in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 1, Paragraph B** (“**Notice Provision**”). Such adjustment must be in writing, but may be done without formal amendment to this Agreement so long as the adjusted dates remain within the Grant Performance Period.

**Exhibit A (Attachment 1)
Key Focus Areas and Associated Recommendations**

Key Focus Area 1: Integrated and Coordinated Mental and Behavioral Health Care Delivery	
#	Recommendation
1	Develop an Information Technology (IT) platform that supports interoperability, integration, and coordination of care.
2	Integrate mental health into primary care settings using the Collaborative Care Model and/or other Evidence-Based Practice.
3	Develop Drop-In Intake and Triage Centers
4	Strengthen and expand crisis management activities.
5	Bolster and expand services across the "system" for individuals diagnosed with a mental health or substance use disorder
Key Focus Area 2: Mental Health Promotion	
#	Recommendation
6	Increase protective factors and healthy behaviors introducing and subsequently broadening the reach of programs focused on Mental Health Promotion
7	Culturally and linguistically appropriate community-wide mental health awareness building, education, and stigma-reduction campaigns.
Key Focus Area 3: Affordable Housing and Services for Homeless Individuals and Families	
#	Recommendation
8	Increase the availability of affordable housing, supportive housing, assisted living and transitional living facilities.
Key Focus Area 4: Qualified and Available Workforce	
#	Recommendation
9	Increase opportunities for trainings in Evidence-Based Practices for existing Mental and Behavioral Health workforce
10	Develop a pipeline for the behavioral health workforce and implement strategies to retain them.
11	Increase the availability and quality of peer support services.
12	Explore pathways and programs and (e.g., student loan repayment programs; educational pipeline programs etc.) to increase the availability of a qualified workforce.
Key Focus Area 5: Mental and Behavioral Health Finances	
#	Recommendation
13	Strive to achieve mental health parity in all public and private sector health plan offerings.
14	Advocate for the removal of barriers and red tape by AHCA which prevents qualified organizations from becoming Medicaid providers in Florida
15	Reimburse evidence-based behavioral health treatments at their actual cost.

**Exhibit A (Attachment 2)
County's Implementation Efforts as of the Presentation of the Report**

Recommendations	Project/Program	Outstanding Cost	Current Funding	Funding Source
<p>Key Focus Area 1: Integrated and Coordinated Mental and Behavioral Health Care Delivery</p> <ul style="list-style-type: none"> ◆ Recommendation 1: Develop an Information Technology (IT) platform that supports interoperability, integration, and coordination of care. ◆ Recommendation 2: Integrate mental health into primary care settings using the Collaborative Care Model and/or other Evidence-Based Practice. ◆ Recommendation 3: Develop Drop-In Intake and Triage Centers ◆ Recommendation 4: Strengthen and expand crisis management activities. ◆ Recommendation 5: Bolster and expand services across the "system" for individuals diagnosed with a mental health or substance use disorder 	Crisis Intervention Team (CIT) Training and Training of Trainers	\$172,000 \$100,000	\$72,000	Department of Children and Families Criminal Justice Grant (CJR)
	Mindfulness Training	\$12,000		
	Adult Mobile Crisis	\$1,000,000		
	Adult intensive outpatient	\$1,000,000	\$1,000,000	Pending with America Rescue Plan Act (ARPA)
	Assisted Outpatient Treatment and Psychosocial Rehabilitation	\$750,000	\$750,000	Pending with America Rescue Plan Act (ARPA)
	Psychosocial Rehab	\$2,200,000		
	Medication Assisted Treatment	\$325,000	\$325,000	Pending with American Rescue Plan Act (ARPA)
	Indigent Drug Program	\$12,000		
	Evidenced Based Practices in outpatient services that support people staying in the community	\$1,000,000		
	Increase capacity pre/post booking support	\$900,000		
	Drop-in Centers with Mental Health and Substance Abuse overlay	\$900,000 \$725,000	\$175,000	Department of Children and Families Justice Grant (CJR)/Orange County (match to CJR Grant)
	Psychiatric ED	\$330,000		
	Substance abuse and mental health residential services levels 1-3	\$2,600,000		
	Additional Teams for MST Psych, Dually Served and CAT	\$1,880,000		
Increase care coordination and case management	\$680,000			
IT Platform	TBD			

Exhibit A (Attachment 2)
County's Implementation Efforts as of the Presentation of the Report

Recommendations	Project/Program	Outstanding Cost	Current Funding	Funding Source
Key Focus Area 2: Mental Health Promotion ♦ Recommendation 6: Increase protective factors and healthy behaviors introducing and subsequently broadening the reach of programs focused on Mental Health Promotion ♦ Recommendation 7: Culturally and linguistically appropriate community-wide mental health awareness building, education, and stigma-reduction campaigns	SAMHSA Grant Expansion: early child assessment	\$1,000,000 \$860,355	\$139,645	Substance Abuse Mental Health Services Administration
	Nurse Family Partnership	\$441,000 \$184,698	\$256,302	Substance Abuse Mental Health Services Administration
	Caregiver overnight respite	\$1,000,000		
	Early Childhood Consultation	\$27,000,000 \$26,280,000	\$360,000 \$360,000	Children's Services Dollars SMAHSA
	Mental Health Community-awareness campaigns	TBD	\$1,000,000*	United Way
Key Focus Area 3: Affordable Housing and Services for Homeless Individuals and Families ♦ Recommendation 8: Increase the availability of affordable housing, supportive housing, assisted living and transitional living facilities.	30,300 affordable and attainable Housing Supportive housing assisted living and transitional living facilities	TBD		
Key Focus Area 4: Qualified and Available Workforce ♦ Recommendation 9: Increase opportunities for trainings in Evidence-Based Practices for existing Mental and Behavioral Health workforce ♦ Recommendation 10: Develop a pipeline for the behavioral health workforce and implement strategies to retain them. ♦ Recommendation 11: Increase the availability and quality of peer support services. ♦ Recommendation 12: Explore pathways and programs and (e.g., student loan repayment programs; educational pipeline programs etc.) to increase the availability of a qualified workforce	Trainings in Evidence-Based Practices	\$1,000,000	\$1,229,216	Children's Services Dollars/Health Resources and Services Administration (HRSA)
	Increase Psychiatric Providers	\$5,000,000		
	Increase in the availability of peer-support services	\$455,000	\$916,265	Pending with American Rescue Plan Act (ARPA)

**Exhibit A (Attachment 2)
County's Implementation Efforts as of the Presentation of the Report**

Recommendations	Project/Program	Outstanding Costs	Current Funding	Funding Source
Key Focus Area 5: Mental and Behavioral Health Finances: ♦ Recommendation 13: Strive to achieve mental health parity in all public and private sector health plan offerings. ♦ Recommendation 14: Advocate for the removal of barriers and red tape by AHCA which prevents qualified organizations from becoming Medicaid providers in Florida ♦ Recommendation 15: Reimburse evidence-based behavioral health treatments at their actual cost.	TBD	TBD		
TOTALS:		\$49,657,000+ \$43,764,053	\$5,892,947*	

Retrieved from Orange County Mental and Behavioral Health System of Care Community Analysis Table 1: Recommendations, related initiatives, and costs*

Notes:

- Includes the Heart of Florida United Way Campaign investment that was not included in the original annual total cost of \$49M.
- This is a list of County actions towards implementation which is current as of 04/26/2022. This list is not meant to be an all-inclusive list of potential programs/projects necessary to fully implement any particular recommendation and is instead meant to only supplement the work to be completed by the Implementation Council and the Agency pursuant to the Agreement.
- As stated in the *Scope of Services*, Key Focus Area Six (6) is "Implementation" and its associated sixteenth (16th) recommendation is "establish an implementation team to advance the recommendations" of the Report. The Agreement between the County and the Agency is intended to implement such recommendation and therefore, it has been left off of the above list.

**Exhibit B
Budget**

DIRECT COSTS				
Project Costs				
Expense	Amount			
Subcontracted Project Consultant	350,000.00			
Equipment, Software, and Supplies	10,000.00			
Travel	585.00			
Convenings	5,000.00			
Stipends for Experts	5,000.00			
Layout/Design, Translations, and Printing	20,000.00			
	Subtotal for Project Costs:			\$390,585.00
PERSONNEL EXPENSES				
Expense	Hourly	Hours/Wk	# Weeks	Amount
SVP of Strategic Impact & Community Engagement	\$92.10	4	52	19,156.80
Project Manager	\$28.80	37.5	52	56,160.00
Coordinator	\$25.27	37.5	52	49,276.50
			Subtotal Personnel Expenses:	\$124,593.30
			TOTAL DIRECT COSTS:	\$515,178.30
ADMINISTRATIVE COST				
Administrative Cost Rate (10%)				51,517.83
			TOTAL ADMINISTRATIVE COSTS:	\$51,517.83
			TOTAL SUBAWARD BUDGETED AMOUNT:	\$566,696.13

Budget Narrative:

Part A: General Expenditures:

- **Subcontracted Project Consultant:** Responsible for the assigned action items in the scope of work, which includes facilitating committee meetings, identifying/documenting the current funding sources for mental/behavioral health, and developing the documented sustainability plan that includes recommended budget allocations.
- **Equipment, Software, and Supplies:** Includes the anticipated costs for conducting all activities, which may include computer equipment, videoconferencing tools, and supplies.
- **Travel:** Includes costs incurred by the Agency and the project manager to conduct meetings.
- **Convenings:** For the convening of philanthropic and corporate leaders.
- **Stipends for Experts:** Stipends for expert consultations as needed.
- **Layout/Design, Translations, and Printing:** Includes costs to design and print a limited number of the final report and other printed documents as necessary; includes layout and translating/printing in English, Spanish, and Creole.

Part B: Personnel Expenditures:

- **Senior VP of Strategic Impact & Community Engagement:** Responsible for providing full project oversight and coordinating with the consultant, project manager, etc.; includes salary and benefits.
- **Project Manager:** Under the direction of the SVP of Strategic Impact & Community Engagement, responsible for the planning and execution of assigned actions in collaboration with the consultant; includes salary and benefits.
- **Coordinator:** Responsible for providing ongoing logistical and administrative support; includes salary and benefits.

Form 1
E-Verify Registration and Use Certification

Please note that the County will verify that the Agency has an active registration on <https://e-verify.gov>. If the Agency does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the Agency received upon registration to the County.

E-VERIFY REGISTRATION USE CERTIFICATION

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

- A. They have personal knowledge of the factual assertions set forth in this *E-Verify Use and Registration Certification and Affidavit*.
- B. The Agency is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the County upon request.
- C. The Agency does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.
- D. The Agency shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

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.

Signature of Agency Representative
Jeffery J. Hayward

Printed Name

President and Chief Executive Officer

Official Title

Date

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY

The Agency's active E-Verify Registration was confirmed by Heather Thomas on 04/25/2022.

The method of confirmation was: **Verified on E-Verify.gov.**

Form 2
Public Entity Crimes and Scrutinized Companies Certification

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

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

- A. The Agency acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the Agency has reviewed prior to the execution of this certification.
- B. Neither the Agency, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- C. The Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to contract with any vendor found on any such convicted vendor list.
- D. The Agency acknowledges that the County reserves the right to terminate this Agreement immediately and take full advantage of any legal remedies available in equity or law should the Agency be found to have: (1) 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 287.133, Florida Statutes; or (2) 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 287.133, Florida Statute subsequent to entering into this Agreement with the County.
- E. The Agency shall immediately notify the County if at any point during the term of the Agreement, the Agency's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

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

- A. 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.
- B. The Agency is not: (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the Agency is not engaged in a boycott of Israel; (2) 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 (3) engaged in business operations in Cuba or Syria.
- C. The Agency acknowledges that the County reserves the right to terminate this Agreement and to take full advantage of any legal remedies available in equity or law should the Agency be found to have: (1) 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 (2) 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 Statute subsequent to entering into this Agreement with the County.
- D. The Agency shall immediately notify the County if at any point during the term of the Agreement, the Agency's status under Section 287.135, Florida Statutes, changes in any manner.

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 both Part 1 and Part 2 this certification.

Signature of Agency Representative

Jeffery J. Hayward
Printed Name

President and Chief Executive Officer

Official Title

Date

**Form 3
Leased Employee Affidavit**

Question 1: Will any portion of the services be performed on County Property? **Yes.** If "No" then the Agency may disregard this form. If "Yes" then go to "Question 2" below.

Question 2: Will any portion of the services performed on County Property be performed by leased employees or pursuant to any type of employee leasing arrangement? **No.** If "N/A" or "No" then the Agency may disregard this form. If "Yes" then the Agency must attest 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: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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.

Signature of Agency Representative

Jeffery J. Hayward

Printed Name

President and Chief Executive Officer

Official Title

Date

Hunter's Creek Community | Annual Meeting Friday, May 13, 2022

PUBLIC WORKS DEPARTMENT	
ISSUE	RESPONSE
<p>Regarding the John Young Parkway stretch that runs thru Hunter's Creek (417 to Osceola County line): the traffic volume through our community is at an all-time high and by all accounts, will only increase. What does it take to decrease the speed limit on John Young Parkway/Orange Blossom Trail or at minimum, add more speed limit signs? Possible digital signs that display speed and/or display 'slow down' messages?</p>	<p>Orange County's growth brings increased opportunities for County residents. This increased growth also brings increased traffic and associated operational issues. JYP and OBT (State Highway) are major arteries providing regional mobility and access to adjacent land uses. Any changes to operational conditions on these regional facilities may result in significant impacts on adjacent roads and cross streets. However, Orange County will evaluate the need for additional signs and fixtures to alert all users for operational conditions including speeding.</p>
<p>What review and analysis has been done on the accidents and complaints regarding traffic and speeding within Hunter's Creek? Areas of specific concern are the following:</p> <ul style="list-style-type: none"> ▪ Intersection of <i>John Young Parkway and Town Center Blvd</i> ▪ Intersection of <i>Orange Blossom Trail and Town Center Blvd</i> ▪ Intersection of <i>Hunter's Creek Blvd and Town Center Blvd</i> ▪ And most seriously (given the 4 recent fatalities) the intersection of <i>Mallard Cove and Town Center Blvd</i>. ▪ Intersection of <i>John Young Parkway and Town Center Blvd</i> – <p>Turn lanes are not timed properly from JYP south turning East onto Town Center Blvd causing added traffic, especially at rush hours. This is compounded by U-Turns</p> <p>Intersection of <i>Orange Blossom Trail and Town Center Blvd</i> – A double turn lane is needed from OBT traveling north and making a westbound turn onto Town Center Blvd. Stopped Traffic backs up with moving traffic approaching.</p> <p>Additionally, the speeding on the east-west roadways including Town Center Blvd from Orange Blossom Trail to Pointe at Hunter's Creek neighborhood and Hunter's Creek Blvd from Orange Blossom Trail to Town Center Blvd, has increased significantly. Are there plans for corrective actions/ speed deterrents i.e. speed bumps, additional traffic lights, roundabouts or 4-way stops?</p>	<p>The Town Center Traffic Safety and Operational Evaluation has been initiated and will identify issues and consider additional concerns brought to our attention by residents during the April 11th meeting. The evaluation will provide both short term and long-term mitigations which Traffic Engineering will share with the Commissioner's Office and the community in a stakeholder involvement process.</p> <p>In response to the line of sight concerns shared during April 11th, traffic engineering staff has developed and submitted their findings and recommendations to the HOA for implementation.</p> <p>The segment of JYP through Hunters Creek was re-timed recently; Community requests to reevaluate signal timings will be forwarded to our Traffic Management Center for consideration.</p> <p>Orange Blossom Trail (OBT) is a state highway and all traffic operational modifications must be evaluated and approved by FDOT. We will forward this request to FDOT.</p> <p>It is anticipated that the improvements on Town Center may have some impacts on adjacent streets including Hunters Creek Blvd. After initial improvements on Town Center Blvd are installed, Traffic Engineering will conduct before and after</p>

	studies of the Hunters Creek area including Hunters Creek Blvd to identify needed mitigation.
PUBLIC WORKS DEPARTMENT CONTINUED	
ISSUE	RESPONSE
The John Young Parkway median that runs thru Hunter's Creek; even though we are doing our best to maintain the area and keep it trash-free, this main thoroughfare, which bisects our community, is not consistent with our other boulevard's medians and needs a serious landscaping facelift. Would the County be willing to collaborate with the HCCA on a beautification project to make some significant improvements?	Orange County Public Works is willing and able to collaborate with the HCCA for landscaping modifications to the median of John Young Parkway. Specifically, we can evaluate options for modifications to the median landscaping.
Please provide an update on the Shingle Creek Trail construction between 417 and the Osceola County line.	Shingle Creek Trail Phase 3 (417 to County Line) design is complete and construction is scheduled to begin summer of 2023 barring no issues with the construction bids coming in within budget.
Would it be possible to mark the 20+ trees scheduled for removal? This would be beneficial information for the impacted commercial properties. Could this project be combined with any additional beautification efforts as requested above in question #2 above?	In terms of removal, Orange County's Public Works Department has flagged the trees to be removed as part of the construction of Shingle Creek Trail Phase 3. The County will review opportunities for beautification enhancements to the trail although, there may not be enough ROW to add landscaping.
What, if any, knowledge can Orange County share regarding Brightline's proposed train route from OIA to Tampa? We understand that the CFX has not yet agreed to allow Brightline to use the 417 corridor and we know that there are advantages to the entire Orlando community to using the 528 corridor instead. What talks has Orange County engaged in and are there any plans regarding how any train route might connect with Mayor Demings' future transportation plans?	Mayor Demings has stated that an east-west transit connection is a priority for the County. While discussions are taking place between Brightline and Rightrail (I-Drive coalition) for a potential extension of rail service between the Orlando International Airport and Tampa, no final decisions have been made. Any upcoming decisions are largely dependent on the private entities to successfully obtain federal funds. The County has followed and participated in some of the discussions and will continue to monitor any feasible outcomes. The County has identified a private/public transit project in our Transportation Initiative Report as a potential project extending from OIA to the I-Drive area that possibly could utilize the Beach Line alignment --- having identified the potential service as a public/private project private participation in funding infrastructure and operating cost will be key to the success of the plan.

PUBLIC WORKS DEPARTMENT CONTINUED	
ISSUE	RESPONSE
Does Orange County have a regular schedule for inspections and/or preventative maintenance for county street drainage?	As part of our Road Resurfacing program we evaluate our road stormwater system and maintenance/repair as part of this program. On an isolated individual request, we will evaluate, maintain and repair flooding issue along with the stormwater system in the area. Additionally, Public Works mows its retention ponds on a 3-4 week cycle.
PLANNING ENVIRONMENTAL DEVELOPMENT SERVICES DEPARTMENT	
ISSUE	RESPONSE
What, if any, knowledge can Orange County share regarding Brightline's proposed train route from OIA to Tampa? We understand that the CFX has not yet agreed to allow Brightline to use the 417 corridor and we know that there are advantages to the entire Orlando community to using the 528 corridor instead. What talks has Orange County engaged in and are there any plans regarding how any train route might connect with Mayor Demings' future transportation plans?	As you know Mayor Demings has stated that an east-west transit connection is important for the County. While discussions are taking place between Brightline and Rightrail (I-Drive coalition) for a potential extension of rail service between the Orlando International Airport and Tampa, no final decisions have been made. Any upcoming decisions are largely dependent on the private entities to successfully obtain federal funds by FDOT and SunRail. Any expansion of SunRail would require approval of the CFCRC board, in addition to private entities successfully obtaining federal funding. The County has followed and participated in some of the discussions and will continue to monitor any feasible outcomes. The County has identified a private/public transit project in our Transportation Initiative Report as a potential project extending from OIA to the I-Drive area that possibly could utilize the Beach Line alignment -- having identified the potential service as a public/private project private participation in funding infrastructure and operating cost will be key to the success of the plan.

PLANNING ENVIRONMENTAL DEVELOPMENT SERVICES DEPARTMENT CONTINUED	
ISSUE	RESPONSE
Does Orange County have regular communication with Osceola County representatives regarding Osceola County approved multi-family projects and their direct impact to Orange County traffic patterns; specifically in communities to the immediate north of the Osceola County border?	<p>County staff holds quarterly meetings with Osceola County. Recent topics of discussion include:</p> <ul style="list-style-type: none"> • The coordination of the Poinciana Blvd. Extension into Osceola. • Potential connection between Ward Road and Lake Nona Drive – providing for an additional north/south connection between the two counties are ongoing. • Sunbridge Parkway connecting to Osceola County. • Intersection of US 192 and CR 545. • Shingle Creek Trail. • Boggy Creek Road/Simpson Road. <p>Orange County does not actively participate in development review on Osceola County or City of Kissimmee projects and studies.</p>
UTILITIES DEPARTMENT	
ISSUE	RESPONSE
What is the current projected date for completion of the Lift/Pump station on Town Center Blvd? What will the finished enclosure look like from Town Center Blvd?	The anticipated completion date is 7/31/22. We are constructing a 8-foot high split face CMU wall around the perimeter of the triplex pump station.
Can Orange County provide any information for a solution the inconsistent trash/recycling pick up schedule?	There are two root causes leading to collection problems locally and across the country – truck parts availability and employee retention and hiring. The same parts availability problems affecting the automobile market are just as bad, if not worse, for heavy truck parts. The well-publicized “great resignation,” where employees are leaving one job for new opportunities offering better pay or perks, is particularly acute in the waste management industry. When trucks or drivers are not available collection services are being delayed. Haulers are increasing their truck parts inventories, and they have raised salaries and are offering signing bonuses. The County continues to communicate with the haulers and enforces our contract, but supply chain and labor shortages are persistent economic problems. Residents are encouraged to contact the Solid Waste Division Customer

	Service at Customer.Service@ocfl.net or 407-836-6601 to report issues. We appreciate your patience as we work to resolve these items.
ORANGE COUNTY SHERIFF'S OFFICE	
ISSUE	RESPONSE
Does Orange County have a plan to address the need for additional parking enforcement; specifically for vehicles parked over sidewalks and parking on streets left-wheels-to-curb?	The Orange County Sheriff's Office (OCSO) plans to increase the parking enforcement unit. Since January 2021, there have been 51 parking complaints in Hunter's Creek. This works out to be approximately three complaints a month. If there are issues in a particular area, you can contact our Traffic Enforcement Section or visit www.OCSO.com to file a complaint at one specific address.
It seems there has been an uptick in vandalism in the common areas of Hunter's Creek. Has this been noted in other areas of Orange County and are there any implemented programs to assist in mitigating this issue?	<p>The OCSO conducted research for reported criminal mischief cases at Orange County Parks dating back to 2017. There were twenty reported criminal mischief cases within the parks during that time frame. The highest number reported was in 2018, with eight incidents. Four of the eight incidents that year occurred in the same park. In 2021 there were two incidents reported in the same park. All of the other cases occurred in multiple parks. This year as of April 12th, there was only one incident reported in an Orange County Park. There does not appear to be an increase in cases.</p> <p>Hunter's Creek has already implemented numerous ideas to assist with mitigation, including park monitors, cameras, and off-duty deputies. Checking the restrooms would help narrow down the time frames these incidents occur. Noting the time the bathroom was checked and the time the damage was discovered helps when reviewing video footage outside the restroom for a possible suspect.</p>