



**Interoffice Memorandum**

September 9, 2020

**AGENDA ITEM**

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

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

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

SUBJECT: **Consent Agenda Item – September 22, 2020**  
Agreement between Orange County Government, Florida and The Circuit 9  
Department of Children and Families Substance Abuse and Mental Health  
Program

In August 2013, Orange County Government convened the Youth Mental Health Commission (YMHC) to examine the youth mental health system of care in Orange County. After meeting for over a year, the commission produced a detailed report on the state of youth mental health services in Orange County with recommendations for improvement. Their top recommendations focused on simplifying the ways clients navigate, access and pay for behavioral health services. Subsequently, a working "Management Network" which included Orange County Government, Orange County Public Schools, Department of Juvenile Justice, Department of Children and Families, Heart of Florida United Way, managed care organizations, and youth and family advocacy groups, among others, was developed to implement these recommendations.

One way that the Management Network has implemented the recommendations of the YMHC is through creating a blended and braided flexible funding model that ensures youth and families receive services they need and not just what they can pay for through a "no wrong door" approach. In order to ensure each agencies' funds are collectively allocated to these needed services, the approval of the Youth Mental Health Management Network Consortium Agreement was signed by all involved stakeholders and executed by the Board on November 28, 2017.

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

DW/as:jam

Attachment

c: Randy Singh, Deputy County Administrator

## INTERAGENCY AGREEMENT

between

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

and

**Orange County, Florida**

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

### RECITALS

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

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

**WHEREAS**, the MOU established the method in which the Consortium would oversee and administrate a "Pilot Project" with the purpose of serving individuals who are thirteen (13) to sixteen (16) years old, who have had two (2) or more inpatient hospitalizations within a twelve (12) month period – with many of these readmissions having occurred within thirty (30) days of discharge; and

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

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

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

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

**II. Length of Term.**

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

**III. Scope of Agreement:** This agreement provides fifty thousand (\$50,000) to the County for the purpose of a Pilot Project to address the behavioral health needs of youth, between the ages of thirteen (13) and sixteen (16), in Orange county who have had two (2) or more inpatient hospitalizations within a 12-month period, with many of these readmissions having occurred within thirty (30) days of discharge.

**IV. Pilot Project Goals.**

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

**V. Tasks.**

**A. The Department shall:**

- 1. Provide payment of fifty thousand dollars (\$50,000) to the County as described herein, subject to the availability of funds. This payment will be made upon receipt of an advance payment request in accordance with this agreement.

**B. The County shall:**

- 1. The program will serve a minimum of 5 youth but not more than 25 with an 85% youth and family satisfaction.
- 2. The program will submit quarterly performance reports that include the adolescent assessment, parental assessment and the youth/family survey.
- 3. Within thirty (30) days of the termination of this Agreement, the County will provide the Department with final report(s) and/or documentation of the completion of tasks outlined above
- 4. The program shall submit a final expenditure report 30 days after the end of the fiscal year.

**VI. Audits.** By executing this Agreement, the County agrees to comply with Section 215.97, Florida Statutes, the "Florida Single Audit Act", with regard to financial responsibilities and monitoring.

**VII. Financial Consequences.**

- A. If the County fails to meet the minimum level of service or performance identified in this Agreement the Department will impose increments of financial penalty that the County must pay; unless, the Department determines that extenuating circumstances exist. Extenuating circumstances shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance, in accordance with the following standards:
- The County will pay ten percent (10%) of the total contract value payment if the Department has determined that repeated noncompliance has a direct effect on client health and safety.
  - The County will pay five percent (5%) of the total contract value if the Department had determined that repeated noncompliance does not have a direct effect on client health and safety.
  - The County will pay two percent (2%) of the total contract value if the Department has determined that repeated noncompliance is a direct result of unacceptable performance of administrative tasks.
- B. Any payment made in reliance on the County's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment to the extent of such error.

**VIII. Termination at Will.**

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

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

**X. No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or the Department's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

**XI. Attorneys' Fees and Costs.** The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, here from.

**XII. No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted

assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

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

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

**XV. HIPAA Privacy and Security Rules and the Florida Information Protection Act.**

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

**XVI. Administration of Agreement**

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

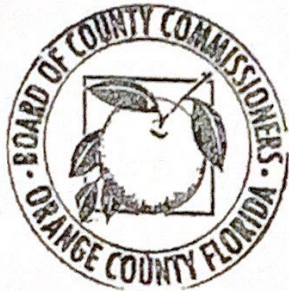
**For the Department:** Mary N Christie, FCC Substance Abuse and Mental Health Program Office, Department of Children and Families, 375 Commerce Parkway, Rockledge FL 32955.

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

- B. Either parties' agreement manager may be changed by providing written notice to the party of the change. The Department shall provide a courtesy copy of all notices to the County to: Orange County Administrator, Administration Building, 5th Floor, 201 S Rosalind Avenue, Orlando, Florida 32802.

**XVII. Entire Agreement and Amendments.** This Agreement represents the entire agreement of the parties and supersedes all previous communications on this subject, either written or oral, between the parties. Any changes or waivers of the Agreement will only be valid when they are written and signed by both parties.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

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

Date: November 10, 2020

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

By: Phil Diamond  
Deputy Clerk

STATE OF FLORIDA – DEPARTMENT OF  
CHILDREN AND FAMILIES

By: Sharron Washington  
Sharron Washington  
Regional Managing Director

Date: December 3, 2020