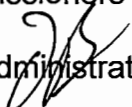





May 28, 2019

To: Mayor Jerry L. Demings
And the Board of County Commissioners

Thru: Danny Banks, Deputy County Administrator 

From: Louis A. Quiñones, Jr., Chief of Corrections 
Orange County Corrections Department

Contact: Linda A. Brooks, Manager, Community Corrections

Subject: Approval of Agreement between Orange County, Florida
and The Orlando Veterans Administration Medical Center
regarding Veterans Outreach Services

The existing agreement between Orlando Veterans Administration (VA) Medical Center and Orange County for providing program services to veterans who are incarcerated at the Orange County Corrections Department expires June 30, 2019. Under the agreement, Corrections Department staff identify and refer incarcerated veterans to a Veteran's Justice Outreach (VJO) specialist. Once the referral is received, a VJO specialist determines program eligibility and arranges outreach services and/or continuity of care services for the veteran. The VA also works with the Health Services Department to provide assistance and information regarding the veteran's health and psychological needs if the veteran gives permission to share information. The new agreement will be for one year with up to four automatic renewals.

ACTION REQUESTED:

Approval and execution of Agreement between Orange County, Florida and The Orlando VA Medical Center Regarding Veterans Outreach Services for a period of one year to provide program services to incarcerated veterans.

cc: Rickey L. Dumas, Deputy Chief, Operational Services
Anthony D. Watts, Sr., Deputy Chief, Administrative Services
Linda A. Brooks, Manager, Community Corrections
Lee Isbell, Senior Monitoring and Evaluation Coordinator
File

AGREEMENT

BETWEEN

**ORANGE COUNTY, FLORIDA
AND
THE ORLANDO VA MEDICAL CENTER
Regarding
VETERANS OUTREACH SERVICES**

This Agreement for Veteran Administration Outreach Services (“Agreement”) is entered into by and between the Orange County, a charter county and political subdivision of the State of Florida (“County”), located at 201 South Rosalind Avenue, Orlando, Florida, 32801, on behalf of the Orange County Corrections Department (“OCCD”), and the Department of Veteran Affairs, through the Orlando VA Medical Center, (“VA”) located at 13800 Veterans Way, Orlando, Florida 32827. The County and VA may be hereafter individually referred to as “party” or collectively as “parties.”

RECITALS

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

WHEREAS, the VA provides various services for eligible veterans through its Veteran Health Administration (VHA) service programs (collectively referred to as “Program”); and

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

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

WHEREAS, the parties desire to enter into this Agreement to establish the role of each party for ensuring and providing Program services for eligible veteran inmates housed within the Facility (collectively referred to as “Veterans”), in accordance with the terms and conditions set forth herein; and

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

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

Section 1. Recitals. The above recitals are true and correct, and are hereby incorporated as a material part of this Agreement.

Section 2. Responsibilities of County. The County, through OCCD, shall be responsible for the following:

2.1 Having a process in place for identifying veterans at the time of booking.

2.2 Submitting, via designated facsimile or electronic communication, VA referral forms, and signed VA release of information forms requesting outreach services for veterans at the Facility.

2.3 Providing the appropriate location for, and the coordination of, individual meetings between VA staff and Veterans, to include identifying the housing location (Mental Health, Medical or General Population housing) for each Veteran interviewed.

2.4 Scheduling quarterly cross-functional meetings with VA representatives, OCCD staff, and OCCD health services staff to insure continuum of care for eligible veteran inmates.

2.5 Contacting the Veterans Justice Outreach (VJO) specialist for consultation and/or coordination of Veterans' care, as needed.

2.6 County shall designate an individual to serve as a contract liaison between the VA and OCCD for the Program services provided under this Agreement ("OCCD Liaison") and shall provide the VA with the respective individual's name and contact information.

Section 3. Responsibilities of the VA. The VA shall be responsible for the following:

3.1 Determining veteran eligibility for the receiving of Program services under this Agreement and providing confirmation of such eligibility to OCCD.

3.2 Providing referral forms and release of information forms for the County to use when requesting Program services for Veterans.

3.3 Reviewing referrals to determine if self-identified veterans are eligible for Program services under this Agreement.

- 3.4 Working with OCCD staff to coordinate individual interviews with approved Veterans.
- 3.5 Providing outreach services and/or continuity of care services for Veterans on a regular basis.
- 3.6 Providing OCCD with release of information forms, enrollment forms, and Veterans Justice Outreach Inmate Referral forms for veterans requesting such forms.
- 3.7 Conducting phone screenings with veterans as needed.
- 3.8 Providing a list of to be seen by Program staff.
- 3.9 Providing OCCD Health Facility inmates Services with diagnosis and psychotropic treatment information for those Veterans who have signed a release of information form, as needed.
- 3.10 Alerting Veteran's VA providers, via Computerized Patient Records System (CPRS), of any treatment concerns and/or recommendations expressed by OCCD Health Services staff.
- 3.11 Participating in phone conferences with OCCD as needed.
- 3.12 Scheduling post-release appointments with Veterans to ensure continuity of care.
- 3.13 Designating an individual to serve as a contract liaison between the VA and OCCD for the Program services provided under this Agreement ("VA Liaison"). VA shall provide OCCD with the respective individual's name and contact information. VA shall ensure that this information is updated accordingly.

Section 4. Term and Termination.

4.1 **Term.** The term of this Agreement shall commence upon execution of the last signing party for a period of one (1) year with up to four (4) automatic renewals, unless otherwise terminated by either party.

4.2 **Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days notice in writing to the other party. Termination of this Agreement, by either party, shall comply with the notice requirements set forth in Section 17 of this Agreement.

Section 5. Prohibit Entry and Removal from Premises. The County or OCCD may, at its sole discretion, prohibit entry into the Facility or authorize the removal of any VA employee, representative, agent, or volunteer from the Facility or County premises at any time.

Section 6. Points of Contact. For all matters relating to the day-to-day operation between the parties involving the Program, the point of contact for each party shall be as identified in Exhibit "A", attached hereto and incorporated by reference.

In the event either party changes its respective point of contact individual(s), as identified in Exhibit "A", notice of such change, including updated contact information, shall be provided, in writing, to the other party.

Section 7. Insurance and Indemnification.

7.1 **Insurance.** Without waiving its right to sovereign immunity, as provided for under federal law, the VA acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits in accordance with applicable federal requirements. The VA acknowledges to be self-insured for Workers' Compensation & Employers' Liability, pursuant to and in accordance with federal requirements.

The VA agrees that the County shall not guarantee the security of any equipment or personal property brought by the VA, its agents, or employees onto the County property. The VA further agrees that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss.

The VA shall comply with and shall ensure that its employees, agents, representatives, and volunteers comply with all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This includes, but is not limited to, the following:

- a) Occupational Safety and Health Act (OSHA)
- b) National Institute for Occupational Safety & Health (NIOSH)
- c) National Fire Protection Association (NFPA)

VA must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.orangecountyfl.net/cms/DEPT/countyadmin/risk/safety-health_manual.htm

In any emergency affecting the safety of persons or property, VA will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

7.2 **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 attorney's fees) attributable to its negligent acts or omissions, or those of its 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. Nothing contained herein shall be construed as, or otherwise constitute, a waiver of the sovereign immunity afforded the County under Section 768.28, Florida and/or the VA under applicable federal law. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

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

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

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

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

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

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

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

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

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

To the County:

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

AND

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

To the VA:

Orlando VA Medical Center
Veterans Justice Outreach Program
Attn: Program Administrator
5201 Raymond Street, Bldg. 503
Orlando, Florida 32803

Section 18. Tobacco Free Campus. All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to all parking lots, parks, break areas, and worksites. This shall also be applicable to the VA, its employees, agents, and volunteers during their performance under this Agreement either within the Facility or on any other County-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

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

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

Section 21. Dispute Resolution. The parties agree that, in the event of a dispute between the parties, the parties shall resolve the dispute in an informal fashion through consultation and communication. The parties agree that, in the event such measures fail to resolve the dispute, the parties shall refer the matter for resolution to the appropriate officials, as agreed to by both parties.

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

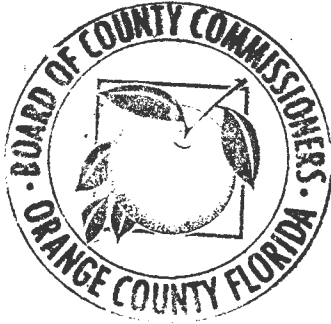
Section 23. Amendments and Modifications. No modification or amendment of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

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

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

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

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: 18 June 2019

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

By: *Phil Diamond*
for Deputy Clerk

Date: JUN 18 2019

ORLANDO VA MEDICAL CENTER

By: *Lisa J. Zacher*
LISA J. ZACHER, MD
Title: Acting Director (CEO)

Date: 5/14/2019

EXHIBIT "A"

POINTS OF CONTACT LIST

Orange County /OCCD:

Primary *Duane Chamberlin, Sr. Community Corrections Officer*
Community Corrections and Inmate Programs Division
Duane.Chamberlin@ocfl.net
(407) 836-0307

Isabelle Klier-Graham, Unit Supervisor
Community Corrections and Inmate Programs Division
Isabelle.Klier-Graham@ocfl.net
(407) 948-8602

Mental Health/Clinical Treatment Planning:

Henry Vangas, LMHC
Mental Health Specialty Coordinator
Orange County Corrections Health Services
Henry.Vangas@ocfl.net
(407) 836-3162

Orlando VA Medical Center:

Veterans Justice Outreach Specialist

On matters relating to the consistent and effective communication between the County and the VA, on matters relating to this Agreement:

Linda A. Brooks, Manager

Community Corrections, Inmate Programs on & Inmate Administration Division

P.O. Box 4970

Orlando, FL 32802-4970

Office: (407) 836-3089

Stephanie Mohl, Supervisory Social

Worker Veterans Justice Outreach

Orlando VA Medical Center

5201 Raymond Street, Bldg. 503

Orlando, Florida 32803

(407) 646-5500, ext. 29101