



Interoffice Memorandum

September 8, 2021

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

FROM: *SS* Carrie Mathes, CFCM, NIGP-CPP, CPPO, C.P.M., Manager,
For Procurement Division

CONTACT: Lisa Klier-Graham, Health Services Program Administrator, Health Services
Department
407-836-3187

SUBJECT: Approval and Execution of Contract Y22-124, Medication Assisted Treatment
Program

ACTION REQUESTED:

Approval and execution of Contract Y22-124, Medication Assisted Treatment Program, with Aspire Health Partners, Inc. in the total contract amount of \$449,005 for a one-year term. Further request authorization for the Procurement Division to renew the contract for four additional one-year terms.

PROCUREMENT:

This contract will provide an onsite licensed Medication Assistance Treatment (MAT) Clinic at Corrections. This program will provide assessments, dosing continuation and inductions of inmates with Methadone, Vivitrol, and Suboxone. The performance period is October 1, 2021 through September 30, 2022.

FUNDING:

Funding is available in the account number 0001-060-3909-3197.

APPROVALS:

The Health Services Department concurs with this recommendation.

REMARKS:

In accordance with the Code of Ordinances, Part I, Chapter 17, Article III, Section 17-286 – Application and exclusions, agreements between the Board and nonprofit organizations are excluded from competitive procurement requirements.

This program will provide for an onsite licensed MAT Clinic at Corrections run by Aspire Health Partners, Inc. Aspire Health Partners, Inc. staff will operate the licensed MAT clinic inside Corrections. The program will provide assessments, dosing continuation, and inductions of inmates

with Methadone, Vivitrol, and Suboxone. This is an expansion of our current MAT program that only provides Methadone and requires Corrections to transport inmates to Aspire Health Partners, Inc. for dosing.

BCC Mtg. Date: September 28, 2021

AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ASPIRE HEALTH PARTNERS, INC.

relating to

MEDICATION ASSISTED TREATMENT PROGRAM

THIS AGREEMENT (“Agreement”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Corrections Department (the **“County”**), and **ASPIRE HEALTH PARTNERS, INC.**, a Florida not for profit corporation, located at 5151 Adanson Street, Orlando, Florida 32804 (the **“Agency”** or **“Aspire Health”**). The County and the Agency may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the Orange County Corrections Department (**“OCCD”**) operates the Orange County Jail (the **“Corrections Facility”**) and is dedicated to protecting the health, safety, and welfare of the community; and

WHEREAS, the County’s Corrections Health Services Division (**“Corrections Health”**) provides healthcare to the inmate population at the Orange County Jail including medical screenings, preventative care, medical maintenance, and chronic and emergency care; and

WHEREAS, the County consistently has inmates at the Corrections Facility that are suffering from mental health and substance abuse disorders; and

WHEREAS, in an effort to expand the inmate services offered by OCCD and Corrections Health, the County recently developed a clinic location at the Orange County Jail that can be used to provide medication assisted treatment (**“MAT”**) services to inmates that suffer from substance abuse disorders (**“County MAT Clinic”**); and

WHEREAS, the County regularly partners with community organizations to assist it in providing services to the community and one such partner is Aspire Health which is a local not for profit organization that is committed to providing individuals and families of Central Florida with compassionate, comprehensive, and cost-effective behavioral health care services that lead to successful living and healthy, responsible lifestyles; and

WHEREAS, the Agency currently operates an MAT clinic that provides comprehensive counseling for adults addicted to substances on an outpatient basis while also using medications

to assist unit participants in recovery (“**Agency MAT Clinic**”); and

WHEREAS, the parties desire to enter into this Agreement so that the Agency may provide its Medication OTP Unit at the County MAT Clinic located within the Orange County Jail and offer MAT services to Corrections Facility inmates suffering from substance abuse disorders (the “**Program**”); and

WHEREAS, the County has deemed that the Agency’s provision of such MAT services to Corrections Facility inmates serves a valid public purpose and is in the interest of the public health, safety, and welfare.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the County and Agency hereby agree as follows:

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

Section 2. **Notices and Liaisons.**

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

To the County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Corrections Department
Attention: Manager
3723 Vision Boulevard
Orlando, Florida 32839

To the Agency: Aspire Health Partners, Inc.
Attention: Contracting Department
5151 Adanson Street, Suite 201
Orlando, Florida 32804

- B. **Liaisons.** The Agency shall designate a contract liaison (the “**Agency Liaison**”) and shall provide the name and contact information of that Agency Liaison to the County Liaison. Any substitution of the Agency Liaison after one has been designated pursuant to this subsection shall be done by providing a written notice of such substitution pursuant to the

“Notices” section of this Agreement. The County’s liaison (the “**County Liaison**”) during the performance of this Agreement shall be Isabelle Klier-Graham, (407) 836-3187. The County reserves the right to substitute the County Liaison by providing written notice of such substitution pursuant to the “Notices” section of this Agreement.

Section 3. Term, Period of Performance, and Renewals.

- A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the “**Effective Date**”) and shall conclude on September 30, 2022 (“**Term**”).
- B. **Period of Performance.**
 - 1. The Period of Performance 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 or request reimbursement for any work completed, or services rendered, outside of the Period of Performance.
 - 2. The Period of Performance of this Agreement is: **10/01/2021 to 09/30/2022.**
- C. **Renewal.** The Agreement Term and Period of Performance may be renewed for four (4) one (1) year periods upon mutual written agreement of the parties. The County will notify the Agency of any intent to renew this Agreement no less than thirty (30) days prior to the Agreement’s termination.

Section 4. Program Services.

- A. The Agency shall assist the County in implementing the Program by providing the services further described in the *Scope of Services* attached to this Agreement as “**Exhibit A**” (the “**Services**”) and shall do so in a manner that is satisfactory to the County, in accordance with this Agreement, and compliant with applicable federal, state, and local laws, rules, and regulations.
- B. **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 business activities in a reputable manner. Proof of such licenses and approvals must be submitted to the County upon request. However, failure by the County to request such proof shall in no manner be construed to alleviate the Agency’s obligations pursuant to this paragraph.
- C. **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 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 satisfied by the Agency's execution of this Agreement. Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement pursuant to this Agreement's "Termination" section.

D. The Agency shall notify the County, in writing, if sufficient staff, facilities, or equipment necessary to deliver the agreed upon Services cannot be maintained. Failure to notify the County of any such deficiencies or to adequately provide the Services described in "**Exhibit A**" shall be considered a breach of this Agreement and may constitute grounds for termination in accordance with the "Termination" section of this Agreement.

E. The County may request changes to the *Scope of Services*, including alterations, reductions, or additions to Services. Upon receipt by the Agency of the County's notification of a contemplated change, the Agency shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the County's contemplated change, (2) notify the County of any estimated change in the Programs operations, and (3) advise the County in writing if the contemplated change will affect the Agency's ability to meet completion dates, schedules, or other deadlines described in this Agreement. No changes will become effective until a written amendment or change order has been issued and signed by each of the parties.

Section 5. Funding and Budget.

A. **County Funds.** This is a cost and unit-rate reimbursement Agreement. The total amount of funds that the County may use to reimburse the Agency under this Agreement shall not exceed four hundred forty-nine thousand five dollars (\$449,005.00) ("**Funds**") for the Term of this Agreement.

B. **Agency Match.** The Agency shall expend thirty thousand dollars (\$30,000) of non-County funds in accordance with the *Scope of Services* and *Budget* in furtherance of the Program during

the Term of this Agreement as a match or cost-sharing requirement (“**Match**”).

C. Any increase to the Funds shall require an amendment to this Agreement that must be approved by the County in writing and executed by both parties. Requests for reimbursement that exceed this Agreement’s Funds, without an approved PO or executed amendment, may be denied at the County’s sole discretion.

D. Funds provided by the County to the Agency under this Agreement are solely to reimburse the Agency for the provision, coordination, brokering, or administration of permissible Program Services as contemplated in this Agreement. The use of Funds for any Services other than those described in this Agreement and the *Scope of Services* attached to this Agreement as “**Exhibit A**” will be deemed a breach and may result in the termination of this Agreement at the County’s sole discretion.

E. The Agency shall return any and all Funds to the County received under this Agreement for Services provided to any individual with incomplete eligibility documentation or deemed ineligible for Services at the County’s sole discretion.

F. The Agency acknowledges that any remaining or unspent Funds awarded for this Agreement Term may not be carried over to the next Agreement term if this Agreement is renewed or extended, at the County’s sole discretion. Any Funds not spent within the Agreement Term will be retained by the County.

G. Any additional costs or expenses incurred by the Agency that exceed the Fund limits established under this Agreement will be the sole responsibility of the Agency. No additional Funds will be provided to the Agency by the County for any such costs or expenses.

H. The County-approved *Budget* for the use of Funds is attached to this Agreement as “**Exhibit B**” and shall be the basis for which the County provides payment to the Agency.

I. Any changes to the *Budget* must be approved, in writing, by the County. The cost of any changes, modifications, change orders, and all other constructive changes to the *Budget* must be allowable, allocable, within the scope of the Program, and reasonable for the completion of the *Scope of Services* attached as “**Exhibit A**.”

J. The County Liaison, may, in writing, approve any amendments to the *Budget* that are requested by the Agency so long as any such requested amendments do not increase the Funds amount and are deemed by the County Liaison as being consistent with the *Scope of Services*.

K. Budget amendments that are not authorized for approval by the County Liaison must be made by formal written amendment to this Agreement.

Section 6. Billing and Invoicing.

A. **General Invoices.** Invoices shall be delivered to the County in a form and with supporting documentation as approved, in writing, by the County Liaison. Unless otherwise stated in

the *Scope of Services*, which hereby overwrites the frequency and due date of invoices noted in this provision if there is a conflict between the two, invoices are due as follows:

1. The period for submission of General Invoices shall be **monthly** with such invoices due to the County by the **15th of the month subsequent to the provision of Services** for which the County is being invoiced; and
2. **Initial Reimbursement Invoice.**
 - a. If the Period of Performance began on a date prior to the execution of this Agreement, the Agency must submit an Initial Reimbursement Invoice covering all eligible expenses for the period of time beginning on the first day of the Period of Performance (for this Agreement: **October 1, 2021**) and ending on the date of execution of this Agreement. This Reimbursement Invoice shall be submitted no later than the date that the first General Invoice is due to the County.
 - b. This Initial Reimbursement Invoice shall not be required if the Period of Performance and date of execution of this Agreement occur in the same month. If such occurs, the first General Invoice may include all expenses made for that month.
3. **Final Invoices.** Final Invoices shall be due to the County by the **15th of the month subsequent** to the expiration or termination of this Agreement.

- B. **Attestation.** The Agency shall attest to the County that all expenditures reimbursed by the County pursuant to this Agreement were proper and in accordance with the terms and conditions of the approved *Budget*. All invoices from the Agency to the County must include the following executed attestation:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the governing Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

- C. The County reserves the right to withhold or deny payment of any invoice if such invoice:
1. Is incomplete or fails to provide all supporting documentation as determined by the County Liaison;
 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 this Agreement, including the *Scope of Services* and the *Budget*.
- D. The Agency shall meet the minimum requirements outlined in the Orange County Purchasing Manual when submitting supporting documentation with their monthly invoice, including but not limited to:
1. A comprehensive log of all expenses made with an explanation of how such expenses were permitted eligible expenses pursuant to this Agreement;
 2. Copies of all paid invoices or bills;
 3. Copies of all relevant bank statements; and
 4. Any other supporting documentation required by the County detailing expenses for which the Agency is requesting reimbursement from the County that evidence that said expenses are eligible for reimburse pursuant to the terms of this Agreement.
- E. The Agency shall include the following information for invoices involving the purchase of Services:
1. An itemized description of Services performed;
 2. A description of the personnel that provided Services, the amount of time worked, and the agreed upon unit-rate of reimbursement;
 3. An itemized description of the medication administered including, but not limited to, the type of medication, the amount, and the cost per unit;
 4. The date the service was performed; and
 5. The Corrections Facility number or case number of the inmate for whom Services were provided in lieu of social security number as well as the number of days each month that Services were provided.

Section 7. Payment Terms.

A. **Payment by Reimbursement.** The County shall pay the Agency Funds through reimbursement for actual, eligible costs and unit-rates permitted by this Agreement in accordance with the *Budget*. In order to obtain payment, the Agency shall make eligible expenditures and thereafter invoice the County for such expenditures pursuant to the invoicing terms found in the "Budget and Invoicing" section of this Agreement. The County will pay the Agency for indirect costs incurred as a result of providing Services pursuant to this Agreement which shall be based on a percentage of the direct expenses and in accordance with the approved federally negotiated indirect cost rate.

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. **Availability of Funding.** The source of funding for this Agreement is County general revenue funds. The Agency acknowledges that the County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Orange County Board of County Commissioners, or other specified funding source. Execution of this Agreement does not guarantee funding for Services in subsequent years of this Agreement if renewed.

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**";
2. Any goods or Services that fall within the *Scope of Services*, but that such payment by the County would supplant currently available, or already budgeted, funding for those goods or Services; or
3. Any goods or Services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider.

E. The Agency shall not obligate, encumber, spend, or otherwise utilize Funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services*.

F. The Agency may not accept duplicate funding for any cost, position, service, or deliverable funded by this Agreement. 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 Funds 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.

Section 8. Return of Funds.

A. **Unauthorized Expenditures.** The Agency shall reimburse the County for all unauthorized expenditures.

B. **Payment(s) in Error.** The Agency shall return to the County any payments made to the Agency that were made in error or deemed in any manner fraudulent or inconsistent with the *Scope*

of *Services* attached as “**Exhibit A**” (“**Payment(s) in Error**”).

1. In the event that the Agency, or any outside 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 consideration for future County awards or agreements.

Section 9. Progress Reporting.

A. Progress reports shall be delivered to the County in writing on a form approved by the County Liaison.

B. 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 request any additional supporting documentation from the Agency as it deems necessary for determining whether a service was provided in accordance with this Agreement.

C. The Agency shall submit, in writing, the following information to the County on a monthly basis due by the 15th of the month subsequent to the provision of *Services* for which the Agency is reporting:

1. The number of inmates that the Agency screened and informed about the use, benefits, and risks of medication-assisted treatment and behavioral health treatment;

2. The number of inmates that the Agency assessed for enrollment into the MAT Program by performing a physical exam, obtaining lab work, or both;
3. If the Agency denies any inmate from participating in the MAT Program or from receiving MAT Services, the reason(s) that the Agency denied each inmate;
4. The number of inmates who received one or more doses of medication before their release from the Corrections Facility;
5. The number of inmates who were first enrolled in the MAT Program while incarcerated at the Corrections Facility, as opposed to being previously enrolled in an MAT program outside the Corrections Facility, and who did not follow-up with the Agency after release from the Corrections Facility;
6. Participant demographics including the Participant's identification number assigned by the Corrections Facility, age, race, gender, and ethnicity; and
7. The number of Participants who continued receiving MAT Services from the Agency after the Participant's release from the Corrections Facility.

D. The Parties shall cooperate in identifying and tracking the number of inmates showing interest in the Project and the number of inmates accepted into the MAT Program.

E. The Agency shall retain documentation indicating the names of the individual Participants enrolled in the MAT Program, and the progress of each Participant including, but not limited to, the following:

1. The number of Participants leaving the MAT Program prior to completion;
2. The number of Participants completing the MAT Program;
3. The Participants who are re-incarcerated after their initial entry into the MAT Program and release from the Corrections Facility; and
4. Any other additional information that may be requested by the County on a case-by-case basis.

F. The Agency shall meet with the County on a monthly basis, unless otherwise agreed to by the County and Agency, to discuss any issues related to the MAT Program. The County and Agency shall maintain open lines of communication as it relates to the Program.

G. Failure to provide the required progress reports in accordance with this Section may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.

Section 10. Maintenance, Retention, and Access to 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 Section.
- B. The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.
- C. The Agency shall maintain a financial management system which shall have the capacity to segregate direct costs from indirect costs; establish separate cost centers for each service category to capture allowable (reimbursable) costs; establish separate cost centers for each service category to capture unallowable costs, and the value of donated goods and services, if applicable.
- D. The Agency shall be responsible for maintaining an acceptable recordkeeping system that organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs reimbursed by the County under this Agreement.
- E. The Agency shall have a basic accounting system that identifies the total cost of the Agency's organization, and the Agency shall make full use of the Agency's financial accounting system to separate costs into cost centers.
- F. The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- G. Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- H. The Agency shall facilitate consultation and agreement among organization officials on the structure of general ledger accounts and treatment of each type of cost in order to facilitate appropriate allocation of costs.
- I. 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.
- J. 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.

K. 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.

L. 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.

M. The Agency shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

N. The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the Funds.

Section 11. Monitoring and Audit Requirements.

A. **Monitoring.** The Agency hereby acknowledges that the County has an obligation to monitor the Agency's programmatic and financial activities. By executing this Agreement, the Agency hereby agrees to permit the County, the Comptroller, or the designee of either, to perform such Program and financial monitoring periodically.

B. **County and County Comptroller Audits.** The County, the Comptroller of Orange County (the "**Comptroller**"), or their respective designees, shall perform Program and financial monitoring periodically.

C. **Authorization to Audit.** The County, the Comptroller, or any of their authorized representatives shall have the right to audit Agency's:

1. Use and disbursement of the Funds;
2. Services or Program delivery; and
3. Compliance with the terms, conditions, and obligations set forth in this Agreement

D. Letter of Findings.

1. If during a monitoring session or audit the County, the Comptroller, or the designee of either, discovers any defect in the Agency's performance under this Agreement (whether programmatic, financial, etc.), a "Letter of Findings" shall be provided to the Agency.
2. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation

Schedule shall constitute a material breach and may result in termination of this Agreement.

E. Submission of Audits and Audited Financial Statements.

1. The Agency shall submit to the Comptroller and the County any and all auditor's reports received by the Agency related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the auditor's report, including any associated management letter, or any applicable audited financial statements, shall be forwarded to the County pursuant to the "Notices" section of this Agreement, with a copy provided to the Orange County Comptroller's Office at the following email address: mindy.spinuzza@occompt.com and at the following physical address:

**Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802**

F. Failure to comply with any requirements in this Section 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.

Section 12. Insurance.

A. The Agency agrees to maintain, on a primary basis, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described in this Section. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are 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 subcontractors/consultants providing Services under this Agreement (if any) procures and maintains until the completion of their respective Services, insurance of the types and to the limits sufficient to protect the interest of the County and the Agency.

C. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County 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 a *Leased Employee Affidavit* as provided by Orange County's Risk Management Division, 109 E Church Street, Suite 200, Orlando, Florida 32801.

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.

5. **Agencies receiving funding in advance payments:**

Fidelity & Employee Dishonesty Insurance. The Agency shall present the following proof of insurance: Fidelity & Employee Dishonesty Insurance with a limit greater than or equal to the amount of any and all funds paid in advance. This insurance may be waived at the discretion of the County’s Risk Management Division if the Agency is a “state agency or subdivision” as defined by Section 768.28(2), Florida Statutes.

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**

Section 13. Indemnification, Sovereign Immunity, and Liability.

A. **Indemnification.** The Agency shall defend, indemnify, and hold harmless the County and its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the Agency’s own negligent acts or

omissions, or those negligent acts or omissions of the Agency's officials and employees acting within the scope of their employment, or arising out of or resulting from the Agency'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.** Nothing contained in this Section, 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.

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.

Section 14. Protection of Persons and Property. While working or performing Services on County property, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

A. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency suffers to be on County premises and other persons who may be affected thereby;
2. All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

B. The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees onto any property and 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.

C. The Agency shall comply with, and shall ensure that its contractors 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:

1. Occupational Safety & Health Act (OSHA);
2. National Institute for Safety and Health (NIOSH);
3. National Fire Protection Association (NFPA); and
4. Orange County Safety and Health Manual.

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

E. **Prohibit Entry and Removal from Premises.** The County may, in its sole and absolute discretion, prohibit entry into the Corrections Facility or remove any Agency staff member, faculty, employee, or other Agency representative from the County's premises at any time.

Section 15. Independent Contractor and Third Parties.

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended 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. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 16. Confidentiality.

A. **Health Insurance Portability and Accountability Act ("HIPAA").**

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:

- a. Is not **“Protected Health Information,”** as defined in 45 CFR § 160.103; or
 - b. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
2. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:
- a. A Business Associate Agreement (or an adequate patient/Participant/individual release) has been executed; and
 - b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

B. 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:
 - i. A social security number;
 - ii. 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;
 - iii. 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;
 - iv. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

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

C. Florida Trade Secret Protections

1. Pursuant to Section 815.045, Florida Statutes, "**Trade Secret Information**," as defined in Section 812.081, Florida Statutes, and as provided for in Section 815.04(3), Florida Statutes, is expressly confidential and exempt from the public records law because it is a felony to disclose such records.
2. If the *Scope of Services* attached as **Exhibit "A"** includes storing, collecting, reviewing, or accessing information related to business entities that could be considered Trade Secret Information, the Agency hereby certifies that it will hold any such information confidential and will not release or disclose it to any third party without express, written permission from either: (a) the County; or (b) the business entity in question.

Section 17. Termination.

A. Termination for Convenience. Both parties may terminate this Agreement at any time for any reason by providing a written sixty (60) calendar day notice to the other party. If this Agreement is terminated by the County for convenience, the Agency shall only be paid for the funding-applicable work completed as of the date of the Agency's receipt of such termination, unless otherwise specified in the County's termination notice. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement for convenience.

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. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Agency with such notice in the manner provided in the "Notices" section of this Agreement.
 - b. Immediate Termination pursuant to this provision shall be permitted for any of the following reasons:
 - i. Any circumstance under which the County is no longer receiving Funds to reimburse the Agency occurs;
 - ii. The amount invoiced by the Agency meets or exceeds the amount of the Funds provided for in this Agreement;
 - iii. The Agency files bankruptcy or otherwise becomes insolvent;
 - iv. The Agency is determined to be ineligible to do business in the State of Florida;
 - v. If the Agency is a non-profit agency, loss of the Agency's non-profit status;
 - vi. If the County has a Business Associate Agreement with the Agency, the County has terminated that Business Associate Agreement for cause; or
 - vii. 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 sixty (60) 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, the County shall:
 - a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
 - b. Allot an appropriate 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.** After receipt of a notice of termination, 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; and
7. If the *Scope of Services* attached as "**Exhibit A**" includes a provision of care to individuals, the Agency shall take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

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.

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 Agreement 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.

Section 18. Florida State Terms.

A. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

B. Scrutinized Companies.

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

5. If this Agreement is terminated by the County as provided in **Section 18, Paragraph B.4.a.** above, the County reserves the right to pursue any and all available legal remedies against the Agency, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in **Section 18, Paragraph B.4.b.** above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County's termination.
6. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 19. General Provisions.

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. **Conflicts.** The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the County. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **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.

E. **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.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of 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 to be taken into consideration in interpreting this Agreement.

H. **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.

I. **Nondiscrimination.** The Agency shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. The Agency shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations.

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

Section 20. Attachments.

A. The documents that are hereby incorporated by either reference or attachment and therefore form this Agreement are:

1. This Agreement;
2. **Exhibit A:** Scope of Services;
3. **Exhibit B:** Budget;
4. **Exhibit C:** Release of Confidentiality;
5. **Exhibit D:** Waiver and Release of Liability; and
6. **Exhibit E:** MAT Screening Questionnaire.

Section 21. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, sets forth 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 signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

Board of County Commissioners

By:


Carrie Mathes, MPA, CFCM, CPPO, CPM
Manager, Procurement Division

Date:

11.22.2021

ZMillan Assistant Manager
o/b/o CMathes

ASPIRE HEALTH PARTNERS, INC.


Signature

Christine Suehle

Printed Name

11/11/2021

Date


Chief of Staff

Official Title

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me on this 11th day of November 2021, by Christine Suehle, in his or her official capacity as the Chief of Staff of Aspire Health Partners, Inc.


Signature Notary Public
Print, Type/Stamp Name of Notary

☒ Personally Known

☐ Produced Identification

Type of Identification Produced: _____

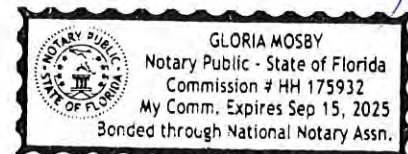


EXHIBIT A SCOPE OF SERVICES

I. INTRODUCTION:

More than 10 million individuals are processed through jails around the country each year, and at least half of those individuals have substance use disorders; of those individuals with substance use disorders, half are opioid abusers. In Orange County, individuals suffering from mental health and substance use disorders are frequently booked into, and released from, the Orange County Jail (the “**Corrections Facility**”). Without effective treatment, many of these vulnerable individuals continue using substances. The Corrections Facility is in a unique position to provide treatment for these individuals in a controlled, safe environment while they are inmates at the Corrections Facility.

Medication-assisted treatment (“**MAT**”) is the use of medications approved by the U.S. Food and Drug Administration (“**FDA**”) in combination with behavioral therapies to treat alcohol and opioid use disorders. When provided as part of the rehabilitation and reentry process for people incarcerated in correctional facilities, MAT addresses substance use as a criminogenic risk factor and may contribute to long-term recovery and reduced recidivism.

II. PROGRAM GOALS AND OBJECTIVES:

The County seeks to increase the number of inmates that can access MAT Services prior to their release by establishing the County MAT Clinic inside the Corrections Facility that is operated by the Agency’s Medication OTP Unit. The County hopes to reduce recidivism by providing inmates with the opportunity to begin MAT in conjunction with supportive case management during their incarceration. Additionally, the Medication OTP Unit allows the County to continue providing MAT Services to inmates that were enrolled in an MAT program prior to their incarceration at the Corrections Facility. The MAT Services provided at the County MAT Clinic will include Methadone treatment and other forms of MAT like Suboxone, Buprenorphine, and extended-release Naltrexone (Vivitrol).

Inmates who suffer from Opiate Use Disorder (“**OUD**”) will have access to different methods of MAT during their incarceration at the Corrections Facility. These individuals will be offered referrals and case management assistance in preparing them for a successful re-entry into society. The Agency will provide continuity of care for inmates that enroll in the MAT Program while incarcerated, so these individuals may continue to access the necessary treatment upon release from the Corrections Facility.

III. TARGET POPULATION:

The County and Agency will target for treatment male and female inmates over the age of 18 years old who are incarcerated at the Corrections Facility and have been identified as having a substance abuse disorder or were previously prescribed or otherwise found suitable for MAT during their incarceration.

IV. OPERATIONS:

The County will screen inmates incarcerated at the Corrections Facility for eligibility to participate in the MAT Program. If the County determines that an inmate is eligible for MAT Services, then the County will refer the inmate to the Agency's Medication OTP Unit at the County MAT Clinic for additional screening. In the event that the Agency is unable to screen an inmate at the County MAT Clinic, then the Agency may screen the inmate at the Agency MAT Clinic or via a secure telehealth option. The Agency shall screen all inmates referred to the Agency by the County for eligibility in the MAT Program prior to enrolling an inmate in the MAT Program and prior to providing MAT Services to any inmate. After an inmate has been screened and deemed eligible by both the County and Agency, then the Agency may enroll the inmate into the MAT Program to receive MAT Services from the Medication OTP Unit at the County MAT Clinic.

The Agency shall provide MAT Services to inmates that are enrolled in the MAT Program by providing appropriate medications to inmates incarcerated at the Corrections Facility at the County MAT Clinic. In the event that the Agency is unable to provide appropriate medications to an inmate at the County MAT Clinic, then the Agency may provide the inmate's first medication appointment at the Agency MAT Clinic on the condition that all subsequent medication appointments are provided by the Medication OTP Unit at the County MAT Clinic. The parties anticipate that on a daily basis an average of thirty (30) to thirty-five (35) inmates will be medicated. In addition to methadone, MAT Services will include additional forms of MAT, including Suboxone, Vivitrol, and others deemed appropriate and prescribed by the Agency's medical provider.

It is further understood that the effective delivery of MAT Services is contingent upon there being no delays or problems in getting information from the inmate's home clinics, if applicable.

V. ELIGIBILITY TO PARTICIPATE. Inmates incarcerated at the Corrections Facility must meet the following criteria to enroll in the MAT Program and receive MAT Services from the Agency's Medication OTP Unit at the County MAT Clinic:

- A. The County shall determine, in its sole discretion, which inmates may be screened by the Agency for participation in the MAT Program. All inmates must first execute a *Release of Confidentiality* form attached to this Agreement as "**Exhibit C**," or a substantially similar form that is provided and maintained by a Corrections Health staff member, in order to be approved by the County for Agency screening. Additionally, all inmates must execute a *Waiver and Release of Liability* attached to this Agreement as "**Exhibit D**," or a substantially similar form as required by the County, prior to the County approving of any screening, enrollment, or participation in the MAT Program or receipt of MAT Services provided by the Agency.
- B. If the County approves an inmate, and the inmate agrees to participate in the MAT

Program, then the County will notify the Agency of the inmate's potential eligibility for the MAT Program within a reasonable time.

- C. The Agency shall screen County-approved inmates and determine whether inmates qualify for acceptance into the Agency's MAT Program based on the Agency's qualification criteria and the inmate's responses to the *MAT Program Questionnaire* attached to this Agreement as "**Exhibit E**", or a substantially similar form. The Agency shall have sole discretion in determining whether a County-approved inmate is accepted into the MAT Program or receives MAT Services from the Agency.
- D. Notwithstanding the foregoing, the Agency may not deny any inmate acceptance into the Agency's program based on the inmate's race, color, religion, gender, age, national origin, political affiliation, handicap, marital status or other similar factors in compliance with federal, state, and local laws, rules, and regulations.
- E. Upon completing the Agency's screening and acceptance into the MAT Program, the inmate (hereinafter "**Participant**") shall execute a County *Waiver and Release from Liability* attached to this Agreement as "**Exhibit D**", or a substantially similar form, releasing the County from any liability related to the Participant's participation in the MAT Program including, but not limited to, the Agency administering and the Participant receiving MAT Services while in County custody. The Agency shall not administer any medications to any Participants without first obtaining a *Waiver and Release from Liability* signed by the respective Participant. *Waivers and Releases from Liability* must be signed and witnessed by the attending Corrections Health staff member. All original signed *Waivers and Releases from Liability* must be retained by the County, and a copy of said *Waivers and Releases from Liability* must be placed in the Participant's property. Upon a Participant's acceptance into the MAT Program and the Participant's execution of a required *Waiver and Release from Liability*, Agency staff will enter the information from the *MAT Program Questionnaire* into the County's electronic medical records system.
- F. The Participant's entry and participation in the MAT Program must be voluntary and may be rescinded at any time by the Participant. In the event that a Participant elects to end their participation in the MAT Program prior to the Participant's release from the Corrections Facility, the parties will ensure that the Participant signs a statement confirming their desire to be removed from the MAT Program and will not administer any further MAT Services to the Participant. Such statements must be witnessed by a Corrections Health staff member, and the Participant's County file must be updated to reflect the same.

VI. PROGRAM SERVICES:

- A. **Aspire Health Responsibilities.** The Agency shall be responsible for the following:

EXHIBIT A

1. The Agency shall ensure that all MAT Services are provided in accordance with all local, state, and federal laws, rules, and regulations including, but not limited to, regulations and licensing requirements published, enforced, or monitored by the Florida Department of Children and Families (“DCF”) and the U.S. Drug Enforcement Administration (“DEA”).
2. The Agency shall provide the County with the names of all Facility inmates that are accepted into the Agency’s program as Participants prior to a Participant receiving any MAT Services.
3. The Agency shall provide staff and supplies necessary for the administration of MAT Services. The Agency shall be solely responsible for providing the Program Services to the Participants, and the ordering, costs, tracking, and administration of all MAT medications. The Agency shall ensure that an adequate amount of MAT medication is available at all times as necessary so that all Participants can be provided with their MAT Services in accordance with their medication orders. The Agency shall provide additional Match funding in accordance with the *Budget* attached to this Agreement as “**Exhibit B**” to ensure that certain medications are available.
4. The Agency shall perform background checks of all Agency staff and volunteers working at the Corrections Facility in accordance with applicable state and federal laws and shall provide the results of said background checks to the County upon the County’s request. The Agency shall provide the County with a complete list of Agency staff members performing MAT Services in the Corrections Facility. The Agency shall provide schedules of the dates and times, as approved by the County, that Agency staff members will be present on site at the County MAT Clinic. Updates or changes to schedules will only be done with agreement from the County. The County maintains the right to restrict or direct the movement of Agency staff within the Corrections Facility.
5. The Agency shall be solely responsible for ensuring that Agency staff members providing MAT Services under this Agreement comply with Corrections Facility safety and security measures at all times. Failure to comply with this requirement may result in the prohibition of Agency staff members from entering or remaining in the Corrections Facility, or possible termination of this Agreement. Agency staff members shall adhere to County existing protocol for emergency response for security or life-threatening situations.
6. The Agency shall ensure that all MAT packages containing medication, supplies and equipment necessary to provide MAT Services are sealed when entering the Corrections Facility. Packages must remain sealed and in

the possession of the Agency until the actual medication is administered to the Participant. The Agency may not bring any MAT packages into the Corrections Facility where the seal has been broken or otherwise appears to have been opened. In order to gain access to the Corrections Facility, the Agency will be required to bring all MAT packages and any other items through Corrections Facility security, who shall retain the authority to inspect all MAT packages and reject those items determined to be security risks. Corrections Facility security personnel shall have sole discretion in determining security risks and approving or denying entrance into the Corrections Facility.

7. The Agency shall obtain informed consent, as described in Section 766.103, Florida Statutes, from each inmate participating in the MAT Program prior to providing any MAT Services to said inmate.
8. The Agency shall provide MAT medication for inmates enrolled and verified as active MAT Program Participants at the County MAT Clinic seven (7) days per week, or as often as determined by the Agency's and Participant's medical provider. The Parties shall work together to establish a pre-determined time that medications will be provided to Participants each day.
9. The Agency shall administer MAT medications. The Agency may not administer any medication to any Participant unless a Corrections Facility security officer is present. Upon administration of the medication, the Agency shall dispose of all used needles, syringes, or other equipment used in administering the MAT medication in accordance with Corrections Health standards. The Agency shall ensure that no needles, syringes, or other equipment used in the administering of MAT medication are left out or otherwise accessible to the Participant or other Corrections Facility inmates.
10. The Agency shall document all MAT medications provided to inmates in accordance with all applicable federal, state, and local laws, rules, and regulations. The Agency shall cooperate with the County to ensure that all Participant County medical records remain current and adequately maintained to reflect the administering of MAT medications and allow for the planning of future required MAT Services provided by the Agency.
11. The Agency shall maintain a live camera feed at the County MAT Clinic and during the provision of MAT Services to inmates to comply with federal regulations.
12. All Services performed by the Agency shall be done on a 1:1 basis in areas that maintain the privacy and confidentiality of each Participant. Results from any testing performed by the Agency, while the Participant is in the

County's custody, must be provided to the County for inclusion in the Participant's County record. The Agency may not perform any testing without first obtaining approval from the County and the Participant while the Participant remains in the Corrections Facility in County custody. Copies of all forms must be included in the respective inmate's file.

13. The Agency shall inform Corrections Health medical personnel (nurses or physicians) regarding any medical complications or changes to the established procedures, physician orders, or both.
14. The Agency shall provide a complete daily inventory sheet and logs of all medication administration records to Corrections Health.

B. Orange County Responsibilities. The County shall be responsible for the following:

1. The County may provide inmates with an initial health screening, which may include laboratory testing, as part of its detention process. Subject to receiving an inmate's *Release of Confidentiality*, the County will share a copy of said inmate's laboratory test results with the Agency for those inmates that wish to participate in the MAT Program.
2. The County may require Agency staff members to attend a four (4) hour security training and orientation prior to performing any MAT Services in the Corrections Facility. Agency staff may not be permitted to perform any MAT Services in the Corrections Facility without having first participated in the required security training.
3. The County may perform individual background screening of Agency staff members scheduled to provide MAT Services in the Corrections Facility. Agency staff members who have not been screened or approved by the County may not be permitted to provide MAT Services in the Corrections Facility.
4. The County shall ensure that the Agency has access to the County MAT Clinic and the associated electronic equipment necessary for the provision of MAT Services including computers, printers, and internet access. The County may require Agency staff to undergo Criminal Justice Information Services ("CJIS") training prior to gaining access to the aforementioned electronic equipment.
5. Upon the Agency advising the County of necessary safety standards for the County MAT Clinic as required by DCF, DEA, or other government entities, the County will take reasonable measures to ensure that the County MAT Clinic meets said safety standard requirements. In the event that the County determines, in its sole discretion, that meeting said safety standards

would exceed this Agreement's *Scope of Services* or *Budget*, then the County may terminate this Agreement immediately pursuant to the "Termination" section of this Agreement.

6. The County shall provide the Agency with timely access to all Participants enrolled in the MAT Program as necessary for the Participants to receive medication and other related MAT Services.
7. The County shall transport inmates enrolled in the MAT Program from their housing location at the Corrections Facility to the County MAT Clinic as necessary for said inmates to participate in the MAT Program and receive MAT Services. In the event that the Agency is unable to provide MAT Services to inmates at the County MAT Clinic, then the County may transport inmates enrolled in the MAT Program to the Agency MAT Clinic for MAT Services.
8. A County Corrections Officer shall accompany inmates at all times throughout their transportation and receipt of MAT Services at the County MAT Clinic or at the Agency MAT Clinic.
9. The County shall provide feedback to the Agency regarding any observed or reported medical conditions or reactions that the inmates may have as a result of participating in the MAT Program and receiving MAT Services.
10. The County shall ensure that all records, notes, or other information relating to the inmates and the MAT Services provided by the Agency or their respective staff members are documented in each individual inmate's County records. The County shall maintain accurate and complete records of each inmate's participation in the MAT Program for such time as the inmate remains in County custody, as applicable.

VII. MAT MEDICATION PROCUDURES:

A. General.

1. An Agency nurse shall discuss with the Agency's Medical Director or designated physician any conditions that might require a change in the medication orders.
2. Corrections Health and Agency staff shall meet on an as-needed basis to discuss changes to medication orders and any other conditions concerning the MAT Program.
3. An Agency nurse shall enter any changes in medication orders given by the Medical Director or designated Agency Physician on each Participant's methadone dosing sheet in the Centricity Practice Solution ("CPS")

healthcare database.

4. An Agency nurse shall prepare the medications for each Program Participant in individual bottles labeled with the patient's name, name of the drug, dosage form, strength, quantity dispensed, directions for use, fill date and prescriber's name.
5. An Agency nurse shall meet with each Program Participant to be medicated and shall be responsible for:
 - a. Verifying the Participant's identity;
 - b. Observing and recording the Participant's reactions;
 - c. Interacting with the Participant to determine any negative side effects the Participant may have with the medication;
 - d. Medicating the Participant;
 - e. Consulting with Corrections Health medical personnel on an as-needed basis; and
 - f. Completing a nursing note in the CPS methadone dosing sheet for each Participant that documents that the Participant received medication and the amount of medication administered.
6. An Agency nurse shall contact the Agency's Medical Director or designated Agency Physician with any problems or situations that require immediate attention or changes in medication orders. In the event of a medical emergency during non-medication hours, Corrections Health staff will contact the Agency Medical Director.
7. During hurricanes, other natural disasters, or other disasters, it shall be the responsibility of the Agency and Corrections Health Services Department personnel to develop an appropriate plan to ensure dosing continues. This plan must be approved by the Drug Enforcement Administration and the State Opioid Treatment Authority at the time of implementation.

B. Requirements Regarding New Participants.

1. Corrections Health personnel shall communicate directly with the Agency's staff regarding any MAT Participant(s) incarcerated at the Corrections Facility that may need medication.
2. The Agency's Administrative Assistant shall contact the Participant's home clinic, if applicable, to begin the temporary transfer of the Participant's care

from the home clinic to the Agency. The Agency shall ensure that it receives the following information from the home clinic, if applicable, prior to providing MAT Services to the Participant:

- a. Verification that the Participant is currently enrolled with the home clinic;
 - b. Any medical issues that the home clinic knows the Participant to have;
 - c. Number of days that the Participant received medication from the home clinic in the past 30 days;
 - d. Amount of medication most recently administered to the Participant by the home clinic;
 - e. Date that the Participant received their most recent medication from the home clinic;
 - f. Pregnancy status of Participant, if known to the home clinic; and
 - g. Any information entered into Information Management System (“IMS”).
3. An Agency nurse shall review information obtained from a Participant’s home clinic, if applicable, and contact the Agency’s Medical Director or designated Agency Physician for medication orders for each new Participant. If the Agency nurse has questions about medication a Participant received at an outside clinic, the Agency nurse will contact said outside clinic for clarification.
4. An Agency nurse shall enter data concerning which medication a Participant received at an outside clinic, the amounts, and any other relevant information on medications or instructions on the methadone/MAT dosing sheet in CPS.
5. An Agency nurse shall perform the following actions prior to enrolling a new Participant into the MAT Program or providing MAT Services to any new Participants:
 - a. Verify the identity of the Participant with the information provided from the home clinic;
 - b. Obtain signatures from the Participant on Consent for Treatment, Consent for MAT Treatment and Release of Confidential Information to the home clinic; and

- c. Explain the dosing plan developed by the Physician with the Participant.
- 6. The County will refer eligible inmates suffering from Opiate Use Disorder to the Agency even when the inmates were not enrolled in an MAT program prior to the inmate's arrest. The County may refer pregnant inmates with opiate-related use disorders to the Agency for screening, medical evaluation, and potential enrollment in the MAT Program even if the inmates were not affiliated with a MAT program prior to the inmate's incarceration.
- 7. In the event that an inmate leaves the Corrections Facility prior to receiving medication through the MAT Program, then the Agency and County will document this fact accordingly.

EXHIBIT B BUDGET

Budget Period October 1, 2021 - September 30, 2022

(1) Personnel	Hourly Rate	# of hours per Week	No of Weeks	OC Funding	Aspire Match	Total Project
Nurse Supervision (RN)	\$ 57.15	10	52	\$29,718		\$29,718
Medical Provider	\$ 73.27	10	52	\$38,098		\$38,098
Consulting Pharmacist	\$ 36.27	10	52	\$18,861		\$18,861
RN	\$ 93.66	15	52	\$73,055		\$73,055
RN	\$ 93.66	15	52	\$73,055		\$73,055
LPN	\$ 61.91	8	52	\$25,755		\$25,755
LPN	\$ 61.91	8	52	\$25,755		\$25,755
Total Salaries, Wages, Incentives & Fringe of Service Providers				\$284,296		\$284,296

	OC Funding	Aspire Match	Total Project
(2) Travel 50 miles per week x 52 weeks x \$.445	\$ 579		\$ 579
(3) Equipment-	\$ 6,878		\$ 6,878
(4) Medical & Pharmacy - Methadone, Suboxone	\$ 85,264		\$ 85,264
(5) Vivitrol, other		\$ 30,000	\$ 30,000
(6) Insurance Professional Liability	\$ 1,500		\$ 1,500
(7) Operating Supplies & Expenses	\$ 9,600		\$ 9,600
Total other Expenses	\$ 103,821	\$ 30,000	\$ 133,821

Total Direct Expenses	\$388,117	\$30,000	\$418,117
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Indirect Cost (27.2% of direct Salaries & Wages per Federal Negotiated Indirect Cost Rate)	\$284,296/1.27 (reduction of fringe) x 27.2%)	\$60,889	\$0	\$60,889
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Total Cost	\$449,005	\$30,000	\$479,005
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EXHIBIT C

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL OR PROTECTED HEALTH INFORMATION

Orange County Corrections Health Services Division
PO Box 4970
Orlando, FL 32802
(407) 254-8306 Fax (407) 836-3241

I, _____ hereby authorize Orange County, Florida, its employees or agents, to release copies of my Confidential or Protected Health Information, ("PHI"), to the following individual(s), healthcare provider(s), entity(ies) or agency(ies).

Name(s) and address of individual, healthcare provider(s) entity (ies), or agency (ies) to receive the Confidential or PHI:

Aspire Health Partners, Inc.

For the purpose of:

participation in Medication-Assisted Treatment Program

(A statement "at the request of the individual" is sufficient if the Participant signs this Authorization and does not wish to give a specific reason.)

The specific information to be disclosed shall include: (Please check all that apply)

<input type="checkbox"/> Complete Record	<input type="checkbox"/> History & Physical
<input type="checkbox"/> Abstract	<input type="checkbox"/> Prenatal
<input type="checkbox"/> Progress notes	<input type="checkbox"/> Lab/X-ray/Diagnostic results
<input type="checkbox"/> Mental Health	<input type="checkbox"/> Other (specify) _____

By initialing below I understand documentation originated at OCC Health Services may contain questions regarding medical history that may be considered Super Confidential, I further understand by not initialing below OCC Health Services cannot comply with my request for a complete record release.

_____ Mental Health	_____ HIV Testing /AIDS Information	_____ Drug and/or Alcohol Abuse
(Initial)	(Initial)	(Initial)

Date(s) of service: Current incarceration

I understand that I may select which information may be released by placing my initials in the area provided. PHI is confidential and protected by federal regulations, which prohibit further disclosure without specific written authorization from me or as otherwise permitted by federal and state law. I understand that this Authorization may be revoked upon written notice to the following address

_____ except to the extent that action has already been taken in reliance on this Authorization. This Authorization may be revoked by writing or faxing and specifying the date this Authorization was signed. This Authorization will expire one year from today's date unless an expiration date or event is indicated.

I understand that this authorization is voluntary and that I may refuse to sign it. I further understand that my refusal to sign will not affect my ability to obtain treatment, payment for services, or eligibility for benefits unless the information is necessary to demonstrate that I meet eligibility or enrollment criteria.

Date of authorization: _____ Expiration date of authorization: _____

Patient DOB: _____ Booking # _____

Patient/Parent/Legal Representative (Printed)

Patient/Parent/Legal Representative (Signature)

EXHIBIT D
WAIVER AND RELEASE FROM LIABILITY

In consideration of Orange County, Florida's furnishing Services and/or equipment to enable me to participate in the MAT Program to treat substance abuse disorders, I agree as follows:

I fully understand and acknowledge that participating in the MAT Program has: (a) inherent risks, dangers and hazards and such exists in my participation the Vivitrol program; (b) my participation in the MAT Program may result in injury or illness including, but not limited to nausea, vomiting, headache, dizziness, tiredness, and redness, induration, pain and discomfort at the site of injection; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Aspire Health Partners, Inc. or Orange County, Florida; the negligence of the Participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, a Participant's use of opiates, a Participant's suffering from acute infectious hepatitis, allergic reaction, or a Participant's preexisting health conditions. I hereby assume all risks and dangers and all responsibility for any injury and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Aspire Health Partners, Inc. and Orange County, Florida, or by any other person. I further agree to abide by a policy of no opioid usage during my participation in the MAT Program.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Orange County, Florida and its agents, officers and employees from any and all claims, actions or losses for bodily injury, damage, wrongful death, loss of services or otherwise which may arise out of my participation in the MAT Program. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the agents, officers, or employees of Orange County, Florida. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Orange County, Florida or its agents are a party shall be the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the parties hereby agree that venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. Nothing contained in any provision of this Agreement, shall constitute, or be in any way construed to be, a waiver of the Orange County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE ORANGE COUNTY, FLORIDA FROM LIABILITY FOR PERSONAL INJURY, DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Printed Name

Signature

Date

EXHIBIT E
MAT SCREENING QUESTIONNAIRE

Screener: _____ Inmate: _____
Booking #: _____

Instructions: *Please place the corresponding letter in the blank for the person's response that best matches the question below. The form is to be filled out by the screener:*

If the patient is female, is she pregnant? ___ Y ___ N ___ Don't Know

Part I: Substance Use

- 1) _____ **When was your last use of opioids prior to arrest?**
 - a. Within the past week
 - b. Not within the past week but within the past 30 days
 - c. Not within the past 30 days, but, within the past several months
 - d. None of the above, explain: _____

What age were you when you started doing opioids? _____

How much opioids do you take on a daily basis? _____
- 2) _____ **Are you experiencing cravings, urges or thoughts about using opioids?**
 - a. Yes, constantly
 - b. Yes, but very infrequently
 - c. No, never
 - d. None of the above, explain: _____
- 3) _____ **Have you tried to stop using opioids in the past but relapsed?**
 - a. Yes, recently
 - b. Yes, several years ago
 - c. No
 - d. None of the above, explain: _____
- 4) _____ **Do you want to stop using opioids?**
 - a. Yes, very committed
 - b. Yes, but not sure if I'm ready
 - c. No, I don't want to stop using
 - d. None of the above, explain: _____
- 5) _____ **Do you want to participate in the Medication Assisted Treatment Program?**
 - a. Yes
 - b. No

Part II: Medical Issues

- 1) _____ **Do you have any serious kidney, liver or heart issues?**
 - a. Yes, I have had issues for many years
 - b. Yes, I was diagnosed but I'm not sure where this stands at this point
 - c. No, I have never had any issues of this sort
 - d. None of the above, explain: _____

Inmate: _____

Booking #: _____

2) _____ Do you have liver failure?

- a. Yes
- b. No

3) _____ Do you have any surgery scheduled in the near future?

- a. Yes
- b. No

4) Are you currently working with another substance abuse provider? If so who _____

5) _____ Are you on other medications?

- a. Yes
- b. No

If you are taking medications, please identify all meds here and what they are for:

Medication	Reason

6) Do you have medical insurance?

- a. Yes , If yes with what insurance company _____
- b. No

Part III: Overdose Prevention

1) _____ Do you want to receive Nasal Spray Naloxone to be used in the event of an overdose?

- a. Yes
- b. No
- c. Unsure

*Patient wishes to receive Naloxone and by signing below states they have received educational information packet.*_____
Patient Signature_____
Date

ORANGE COUNTY, FLORIDA

and

ASPIRE HEALTH PARTNERS, INC.

ADDENDUM TO CONTRACT NO. Y22-124

related to

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its HEALTH SERVICES DEPARTMENT (the “Covered Healthcare Component”), and **ASPIRE HEALTH PARTNERS, INC.** (“Business Associate”), located at 5151 Adanson Street, Orlando, Florida 32804. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the County has been designated as a “Hybrid Entity” under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its HEALTH SERVICES DEPARTMENT is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its HEALTH SERVICES DEPARTMENT, it must be treated as a “Covered Entity”; and

WHEREAS, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

WHEREAS, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information

Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y22.124 (the "Agreement") and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

Section 1. Incorporation

A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

A. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.
2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act ("FIPA") codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its, and its Covered Healthcare Component's, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information ("PII")** shall mean either of the following:
 - a. An individual's initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. 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;

- iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
 - vii. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- 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.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
11. ***Required by Law*** shall have the same meaning as the term "required by law" in 45 CFR §164.103.
12. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.

13. ***Security Incident or Incident*** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. ***Use*** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and §501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Addendum or otherwise governed by law, are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.

3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.

11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

E. **Data Aggregation Services.** With respect to PHI and PII created or received by the Business Associate in its capacity as the Business Associate of the County, the Business Associate may combine such PHI and PII it has received from the County with the PHI and PII received by the Business Associate in its capacity as a Business Associate of another Covered Entity, or Hybrid Covered Entity, to permit data analysis that relates to the health care operation of the respective Covered Entity, or Hybrid Covered Entity, if data analyses is part of the Services that Business Associate is to provide to the County pursuant to the Agreement.

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

Section 5. Confidentiality

A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida's Public Records Laws;
 2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
 3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- C. This provision shall not apply to Confidential Information:
1. after it becomes publicly available through **no fault** of either Party;
 2. which is later publically released by either Party in writing;
 3. which is lawfully obtained from third parties without restrictions; or
 4. which can be shown to be previously known or developed by either Party independently of the other Party.

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

Section 7. Reporting Requirements

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
 - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the

individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.

1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (c) the steps individuals should take to protect themselves from potential harm resulting from the breach; (d) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and (e) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

G. **Notice to Credit Reporting Agencies.** In the case of a breach of PII discovered by the Business Associate where the unsecured PII of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the

County, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of §501.171(5), Florida Statutes.

H. **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.

J. A violation of this Section shall be a material violation of this Addendum.

Section 8. Termination

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.
2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the

subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

Section 9. Miscellaneous

- A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.
- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.
- D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.
- E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.
- F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.
- G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.
- H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy Rules or other applicable federal law.

J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

To the County: Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, FL 32801

To the Business Associate: Aspire Health Partners, Inc.
Attn: Contracting Department
5151 Adanson Street, Suite 201
Orlando, Florida 32804

K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction

of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

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ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: [Signature]

DATE: 11.22.2021

Zulay Millan,
Assistant Manager, Procurement

ASPIRE HEALTH PARTNERS, INC.

Business Associate: Aspire Health Partners, Inc.

By: [Signature]

Printed Name: Christine Suehle

Official Title: Chief of Staff

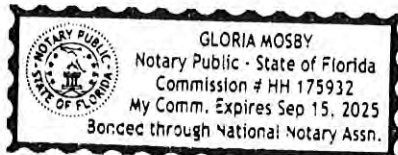
Date: 11/11/2021

STATE OF Florida)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 11th day of November
2021, by Christine Suehle

(Seal)



[Signature]
Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known ☐ or Produced Identification ☐

Type of Identification Produced: _____