



September 27, 2018

To: Mayor Teresa Jacobs
And the Board of County Commissioners

Via: Linda Weinberg, Acting Deputy County Administrator *Linda Weinberg*

From: Anthony D. Watts, Sr., Deputy Chief
Inmate Administrative Services *Anthony D. Watts*
Orange County Corrections Department

Contact: Juanita Beason, Assistant Manager
Community Corrections and Inmate Programs
407-836-0369

Subject: Bridges International Offender Reentry Services
Consent Agenda Item October 16, 2018

The Orange County Corrections Department (OCCD) and Bridges International (BI) are partnering to assist eligible inmates in securing certain substance use and mental health assistance services upon release to the community through a program called the Orange County Bridge Offender Reentry Portal. OCCD will provide staff to pre-screen Facility and Work Release inmates and provide BI a roster of inmates interested and committed to addressing and coping with substance use and mental health issues. OCCD will provide space for BI staff to meet with referred inmates prior to release in order to further assess the inmate for program participation. After a participating inmate is released from custody, BI will provide mental health, substance abuse, or other services in accordance with a federal grant obtained and administered by BI. All program services and other items necessary for this program will be provided by Bridges International. No funding is required from Orange County.

ACTION REQUESTED:

Approval and execution of Agreement between Orange County, Florida and Bridges International for Offender Reentry Program Services for a period of one year with the option for four one-year renewals, for a cumulative total of five years from the date the last party signs the Agreement.

Jb/li/isi

Cc: Louis A. Quinones Jr. Deputy Chief, Security Operations and Support
Linda Brooks, Manager, Community Corrections and Inmate Programs
Juanita Beason, Assistant Manager, Community Corrections and Inmate Programs
File

AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
BRIDGES INTERNATIONAL
For

Offender Reentry Program Services

This Agreement for Offender Reentry Program Services ("Agreement") is made and entered into by and between Orange County, a charter county and political subdivision of the State of Florida ("County") whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 and Bridges of America, Inc., a Florida not for profit corporation, doing business as Bridges International ("Service Provider"), whose mailing address is 2145 Metrocenter Blvd., Suite 350, Orlando, Florida 32835. County and Service Provider may be individually referred to as "party" or collectively as "parties."

RECITALS

WHEREAS, the County houses inmates at the Orange County Corrections Facility ("Facility") which is overseen and managed by the Orange County Corrections Department ("OCCD"); and

WHEREAS, County, through the OCCD, desires that certain substance use and mental health assistance services for eligible inmates at the Facility are available upon the inmates release from custody; and

WHEREAS, the Service Provider has received certain federal grant funding to provide such services through its Orange County Bridge Offender Reentry Portal program ("Program"); and

WHEREAS, in accordance with its federal grant and in an effort to achieve its overall mission, the Service Provider has experience in providing inmates with various mental health and substance use assistance services, as more specifically described in the Service Provider's grant award and desires to pre-screen Facility and Work Release inmates to receive such services upon their release from custody; and

WHEREAS, OCCD desires to provide access for such pre-screening, as contemplated under this Agreement, to Facility and Work Release Center inmates who are interested and committed to addressing and coping with substance use and mental health issues upon their release from custody; and

WHEREAS, the County has determined the Program and the pre-screening of eligible inmates to receive substance use and mental health services upon their release from custody to serve a public purpose.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, County and Service Provider hereby agree as follows:

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

Section 2. Term and Termination.

2.1 The term of this Agreement shall commence upon execution by the last signing party or execution by the County, whichever is later, for a period of one (1) year with up to four (4) automatic renewals, unless otherwise terminated by either party.

2.2 This Agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) day notice in writing to the other party.

2.3 Termination of this Agreement, by either party, shall comply with the notice requirements set forth in Section 14 of this Agreement.

Section 3. Inmate Participation.

3.1 Inmates interested in the Program or utilizing the Program services upon their release shall notify the appropriate OCCD representative who will be responsible for forwarding the required demographic information to the Service Provider.

3.2 Inmates may be referred to the Program through OCCD staff or other OCCD established inmate programs at the appropriate point in their continuum of services.

3.3 OCCD shall retain overall authority concerning inmate participation and possible removal from the Program pre-screening process. Inmates failing to meet the necessary requisites or failing to comply with the Program pre-screening requirements may be removed from the Program pre-screening process by the Service Provider or OCCD.

Section 4. Responsibilities of Service Provider. Service Provider shall be responsible for the following:

4.1 Service Provider shall perform pre-screening interviews for eligible Facility and Work Release Center inmates interested in receiving substance use and mental health services upon their release from custody.

4.2 The Service Provider shall not provide any mental health or substance use counseling, or other services provided for in their federal grant, until after the respective inmate has been released from custody.

4.3 Service Provider shall keep accurate and complete records and shall file all reports required under this Agreement, if any, in accordance with applicable County requirements.

4.4 Service Provider shall be solely responsible for any costs and expenses, including all materials, incurred relating to the Program and the pre-screening services provided under this Agreement with no cost to the County or OCCD.

4.5 Service Provider agrees to provide OCCD staff sufficient advance notice prior to the provision of pre-screening services.

4.6 All Service Provider staff having contact with inmates, either directly or indirectly, will be pre-approved by OCCD and will have successfully completed OCCD volunteer orientation. No Service Provider staff members shall be permitted access to the Facility or Work Release Center without the required approval from OCCD.

4.7 Service Provider shall ensure that all eligible inmates, as approved by OCCD, are permitted to participate in Program pre-screening services regardless of race, color, religion, gender, age, national origin, political affiliation, handicap, marital status, or other similar factors in compliance with federal, State and County standards.

4.8 Service Provider will provide County with a current list of approved Service Provider staff designated to provide the pre-screening services under this Agreement. Service Provider shall ensure that OCCD is immediately notified of any changes to the approved list of providers. Failure to provide such updates may result in denial of access to Facility or Work Release Center, as applicable.

4.9 Service Provider shall designate an individual to serve as a contract liaison between the Service Provider and the County for the Services provided under this Agreement ("Bridges International Liaison") and shall provide OCCD with the respective individual's name and contact information.

Section 5. County's Responsibilities. The County shall be responsible for the following:

5.1 County shall provide space necessary for the providing of Program pre-screening interviews.

5.2 County shall provide an OCCD officer during the providing of all screenings performed by the Service Provider under this Agreement consistent with OCCD policy.

5.3 County shall provide Service Provider staff with the OCCD four-hour security training and orientation. Successful completion of the security training and orientation process is required prior to receiving access to the Facility or Work Release Center.

5.4 OCCD shall provide Service Provider with a roster of eligible inmates, including their respective booking number and housing location.

5.4 County shall provide Service Provider with all applicable information for inmates interested in participating in the Program, including ORAS, MAST, and DAST scores.

5.5 County shall emphasize a collaborative approach to the Program between OCCD and the Service Provider.

5.6 County shall appoint appropriate OCCD staff members to serve as liaisons for the Program.

5.7 County shall maintain accurate and complete records of each inmate's participation in the Program.

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

5.9 OCCD shall cooperate, to the best of its ability, in providing re-arrest/reconviction data as requested by the Service Provider.

Section 6. Prohibit Entry and Removal from Premises. The County or OCCD may, at its sole and absolute discretion, prohibit entry into the Facility and/or Work Release Center or authorize the removal of any Service Provider faculty, employee, representative, agent, or volunteer from the Facility, Work Release Center or County premises at any time.

Section 7. Insurance Requirements. Service Provider agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Service Provider is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Service Provider under this Agreement.

The Service Provider shall require and ensure that each of its sub-contractors/consultants providing Services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. *(Note: State licenses can be checked via www.floir.com/companysearch/ <<http://www.floir.com/companysearch/>> and A.M. Best Ratings are available at www.ambest.com <<http://www.ambest.com>>)*

Required Coverage:

1. Workers' Compensation - The Service Provider shall maintain coverage for its employees and volunteers within statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County.

2. Commercial General Liability - The Service Provider 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 \$1,000,000 per occurrence. Service Provider further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

3. Business Automobile Liability - The Service Provider shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Service Provider does not own automobiles, the Service Provider 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.

4. Professional Liability – The Service Provider shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for a claim or judgment by any one person in the amount of \$1,000,000.00. Evidence of such insurance coverage shall be made available to the County prior to the providing of any Services under this Agreement.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Service Provider's most recent annual report or audited financial statement.

By entering into this Agreement, Service Provider agrees to provide a Waiver of Subrogation in favor of the County for each policy required herein. When required by the insurer or should a policy condition not permit the Service Provider to enter into a pre-loss agreement to waive subrogation without an endorsement, then Service Provider agrees to notify the insurer and

request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Service Provider 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 additional insured shall be listed in the name of **Orange County Board of County Commissioners**.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this Agreement, the Service Provider shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Service Provider shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy. 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 Service Provider 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) days prior written notice to the County. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners

Attn: Procurement Division

400 E. South Street

Orlando, Florida 32801

Protection of Property/Security. Security Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- a. Service Provider shall take all reasonable precautions for the safety and protection of:
 - 1) All employees and all persons whom Service Provider suffers to be on the premises and other persons who may be affected thereby;
 - 2) All property, material and equipment on the premises under the care, custody or control of Service Provider; and
 - 3) Other property at or surrounding the premises including trees, shrubs, law, walks, pavement, and roadways.
- b. Service Provider agrees that the County does not guarantee the security of any equipment or personal property brought by Service Provider, its agents or employees onto

the County 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. Service provider 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 Occupational Safety & Health (NIOSH)
- 3) National Fire Protection Association (NFPA)

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

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

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

Section 8. Indemnification. To the fullest extent permitted by law, the Service Provider 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 attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Service Provider or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

Section 9. Independent Contractor. Service Provider is an independent contractor and all Service Provider agents, faculty, volunteers and employees shall remain agents, faculty, volunteers and employees of the Service Provider while performing under this Agreement.

Section 10. Assignment and Subcontracts.

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

10.2 Service Provider shall not enter into any subcontracts for the performance of any of the Program pre-screening services performed under this Agreement without obtaining

prior written approval from the County, which shall be attached to the original Agreement and subject to such conditions and provisions as the County may deem necessary. Notwithstanding the foregoing, and unless provided for herein, the County's prior written approval shall not be required for purchases made by Service Provider of such articles, supplies, and equipment which are both necessary and incidental to the performance of the work required under this Agreement. It shall further be agreed to by the parties that in no event shall the County be responsible, by its approval of any subcontracts or other provisions set forth in this Agreement, for any financial obligations not otherwise provided for in this Agreement or amendments thereto.

10.3 Failure to comply with the provisions set forth in this Section may result in immediate termination of this Agreement.

Section 11. Tobacco Free Campus. All County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Service Provider, its employees, agents and volunteers during their performance under this Agreement on Facility or other County-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, e-cigarettes, pipes, chewing tobacco, and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

Section 12. Use of County Logo. Service Provider is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

Section 13. Public Records Compliance Requirements. Service Provider shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

Section 14. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses or to such other addresses as the parties may designate to each other in writing from time to time.

To the County:

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

AND

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

Orlando, Florida 32801

To the Service Provider: Bridges International
Attn: Lori Costantino-Brown
2145 Metrocenter Blvd., Suite 350
Orlando, Florida 32835

Section 15. No Cost to County. All Program pre-screening services provided by the Service Provider under this Agreement shall be at no cost to the County or OCCD. Service Provider agrees to be solely responsible for any and all costs and expenses incurred relating to the Program and its participation under this Agreement.

Section 16. Compliance with Laws. It shall be each party's responsibility to be aware of federal, state and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

Section 17. No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or in any way be construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

Section 18. Assignments and Successors. Each party binds itself and its partners, successors, administrators, and assigns to the other party of this Agreement and to its partners, successors, executors, administrators, and assigns of such other party in respect to the 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.

Section 19. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the other addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission. Manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

Section 20. Waiver. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default. Any such notice shall be provided in accordance with the provisions set forth in Section 14 of this Agreement.

Section 21. Third-Party Rights. The provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person or entity.

Section 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 23. Litigation and Venue. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 24. Remedies. No remedy herein conferred upon any part is intended to be exclusively 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.

Section 25. Attorneys' Fees and Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement and any litigation that arises either directly or indirectly here from.

Section 26. Jury Waiver. Each party hereto hereby irrevocably waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

Section 27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 28. Amendments and Modifications. No modification or amendment of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Section 29. Headings. The headings or captions of articles, 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.

Section 30. 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 this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 31. Entire Agreement. This Agreement, and any documents incorporated herein, 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 executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 12.16.18

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

By: *Lahela Louis*
for Deputy Clerk

Date: OCT 16 2018

BRIDGES OF AMERICA, INC., d/b/a Bridges International

By: *Lori Costantino-Brown*
Lori Costantino-Brown

Title: President

Date: 09/17/2018