

Issue Date: October 26, 2016

**REQUEST FOR PROPOSALS**  
**FOR**  
**ADULT DRUG COURT PROGRAM FOR**  
**PEER SUPPORT, FAMILY COUNSELING AND HEALTHCARE NAVIGATION**  
**RFP #Y17-131-LC**

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, December 1, 2016**, for providing adult drug court program for peer support, family counseling and healthcare navigation for the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

**This RFP shall serve as Notice of Funding Opportunity for a sub-award recipient on the grant specified below:**

Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts (Short Title: SAMHSA Treatment Drug Courts)

- Initial announcement of funding opportunity:
- Funding Opportunity Announcement (FOA) No. TI-16-009
- Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243

Full text of SAMHSA funding opportunity, programmatic description, Federal award information, eligibility information, application preparation and submission information, application review information and Federal Award Administration Information can be found in Attachment A.

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
Manager, Procurement Division

**NOTICE TO PROPOSERS**

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent, at (407) 836-5548, whose email address is [Linda.Carson@ocfl.net](mailto:Linda.Carson@ocfl.net). **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

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**REQUEST FOR PROPOSALS**  
**FOR**  
**ADULT DRUG COURT PROGRAM FOR**  
**PEER SUPPORT, FAMILY COUNSELING AND HEALTHCARE NAVIGATION**

**RFP #Y17-131-LC**

**PURPOSE**

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals to provide adult drug court program for peer support, family counseling and healthcare navigation.

**INSTRUCTIONS TO PROPOSERS**

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time, Thursday, December 1, 2016**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

**Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.**

All proposals will be opened publicly and the names of all proposers shall be read aloud.

## **TERMS AND CONDITIONS**

### **1. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

### **2. CLARIFICATION**

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

### **3. WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

### **4. SEALED PROPOSALS**

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

### **5. PROPOSAL PREPARATION**

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

### **6. INSURANCE**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract 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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-contractors 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:

- Commercial General Liability - The Vendor/Contractor 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 \$500,000 per occurrence. Vendor/Contractor 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 contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Fidelity/Employee Dishonesty- with a limit greater than or equal to the contract amount
- Sexual Abuse & Molestation- with a limit of not less than \$100,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

**7. DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

**8. ACCOUNTING SYSTEM**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

**9. SHORTLISTS, PROTESTS and LOBBYING**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**  
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**  
[http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf)



Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

**10. PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

**11. AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

**12. TOBACCO FREE CAMPUS**

All Orange 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 contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, 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.

**13. CONTRACT TERM**

It is the intent of the County to enter into a one (1) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

**14. SCHEDULE OF SUBCONTRACTING**

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

**15. EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

**16. QUESTIONS REGARDING THIS RFP**

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Linda.Carson@ocfl.net no later than 5:00 PM Tuesday, November 15, 2016 to the attention of Linda Carson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

**17. DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD at a cost established within the most current Orange County Fee Directory. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

**18. REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

**19. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

**20. BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement at Attachment G, shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

**21. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange 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 cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

**6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Teresa Miller, Procurement Public Records Liaison  
400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801  
407-836-5897  
[Teresa.Miller@ocfl.net](mailto:Teresa.Miller@ocfl.net)**

## PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Full text of SAMHSA funding opportunity, programmatic description, Federal award information, eligibility information, application preparation and submission information, application review information and Federal Award Administration Information can be found in Attachment A.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

### 1. **QUALIFICATIONS OF STAFF**

A. Provide an organization chart that lists all proposed staff to be assigned to perform the required services and provide comprehensive resumes for each, if already working for the organization, describing experience, training and education in the required services. Identify existing staff experience working with governmental entities and list those projects.

B. **Minimum Qualifications of Staff:** In accordance with the Scope of services, Section III, Roles and Responsibilities, provide a job description for each position outlined below specifying your minimum qualifications for that position. If the proposal includes a specific person in any of these positions who will provide services under this award, include comprehensive resumes describing education, experience, training and certifications for each person. All persons or sub-contractors hired to perform the services outlined under this award will need to be approved by the Orange County Adult Drug Court Program Office prior to commencing services:

#### 1. **Peer Engagement Specialist (PES)**

This person must be successful in their recovery for at least two years and certified as either a recovery peer specialist or recovery support specialist through the Florida Certification Board or by another certification entity with commiserate baseline requirements for certification.

#### 2. **In-Home Family Support Specialist**

3. **Health Care Navigator**
4. **Data Follow-Up Specialist**
5. **Government Performance Results and Modernization Act (GPRA)**
6. Provide a complete list of staff positions for the project showing the role of each and their level of effort and qualifications if different from above list. Demonstrate successful project implementation for the level of effort budgeted for.

## **2. QUALIFICATIONS OF FIRM**

- A. Provide a list of at least five (5) references, two (2) of which are governmental agencies, for which the proposer has performed similar services. Contact information for these agencies shall be provided to include agency name, contact person, address, telephone number and e-mail address;
- B. Provide evidence that the firm has a minimum of two (2) years' experience providing relevant services to criminal justice involved clients (official documents shall demonstrate that the organization has provided relevant services for the last 2 years). Discuss the capability and experience of the Proposer with similar projects and populations. Demonstrate that the Proposer has linkages to the population(s) of focus and ties to grassroots/community-based organizations that are rooted in the culture(s) and language(s) of the population(s) of focus;
- C. Provide evidence that the Proposer has a minimum of six (6) years' experience providing relevant services to criminal justice involved clients on federal Health and Human Services grants including utilization of the Center for Substance Abuse Treatment discretionary grant services GPRA tool and data collection and reporting protocols. Please provide grant award numbers, CFDA numbers and grant recipient information (name of the non-federal entity that was awarded the grant) as back-up documentation;
- D. Provide a statement confirming that the Proposer shall comply with all applicable local (city, county) and state licensing, accreditation and certification requirements;
- E. Provide official documentation from the Florida Department of Children and Families demonstrating the Proposer's accreditation and certification to provide outpatient treatment services under 65D-30.010;
- F. Provide a statement confirming that the Proposer has the ability to enter data in to the court's web-based case management system in accordance with the data entry protocol provided in Attachment B.

Note: The protocol may be modified at any time by the Program office with appropriate notice to the firm.

- G. Describe the Proposer's procedures relating to recipient Confidentiality, Participant Protection and the Protection of Human Subjects (see Attachment C);
- H. Provide a statement confirming that if the Proposer is selected, the organization shall comply with the administrative requirements outlined in 45 CFR Part 75 as well as the SAMHSA terms and conditions of the grant award for services provided under this sub-award;
- I. Provide a statement confirming that the Proposer shall comply with annual site visits by the Orange County Adult Drug Court Program office (Program office) to review client files and program documentation related to services provided under this sub-award;
- J. Recipients of federal financial assistance (FFA) from Health and Human Services HHS shall administer their programs in compliance with federal civil rights law. This means that recipients of HHS funds shall ensure equal access to their programs without regard to a person's race, color, national origin, disability, age and, in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Confirm that the Proposer shall comply with this policy by executing the HHS Form 690 in (Attachment D);
- K. On June 26, 2013, in *United States v. Windsor*, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex marriages, was unconstitutional. As a result of that decision and consistent with HHS policy, SAMHSA recognizes same-sex marriages and same-sex spouses on equal terms with opposite sex-marriages and opposite-sex spouses, regardless of where the couple resides. On June 26, 2015, in *Obergefell v. Hodges*, the Court held that the Fourteenth Amendment requires a State to license a marriage between two people of the same sex and to recognize a marriage between two people of the same sex when their marriage was lawfully licensed and performed out-of-state. Consistent with both of these decisions, provide a statement confirming that the Proposer shall treat as valid the marriages of same- sex couples.

Note: This policy does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

- L. Has your organization been placed on any debarment lists (agency, local, state, federal) in the last five years (i.e. FAPIIS, Dun and Bradstreet and "Do Not Pay")?

If no, provide proof of good standing

If yes, explain and provide documentation

- M. Provide evidence of good standing through the System for Award Management found at [www.sam.gov](http://www.sam.gov) ;

- N. Provide the latest copy of your most recent audited financial statements;
- O. Provide evidence that your financial management system collects and tracks data (assets, liabilities, expenses, cash receipts, obligations, encumbrances and other data) from various inputs and identifies such costs to the correct final cost objective. A final cost objective represents a single Federal Award which can be captured via a project, fund, series of financial ledger accounts or some other mechanism within the financial management system. Cost for one federal award must be segregated from other awards, both Federal and non-Federal, and shall be separate from the Proposer's other activities;
- P. Provide evidence of history of previous performance on the financial management of Federal grants. Provide information on the timeliness of compliance with applicable reporting requirements and conformance to terms and conditions of previous Federal awards;
- Q. Please identify if you have been audited under the provisions of OMB circular A-133. If yes, identify your last Single Audit report which was submitted to the Federal Audit Clearinghouse and provide a copy;
- R. If requesting indirect cost reimbursement for services provided in this proposal, provide documentation of the federally approved rate being requested;
- S. Proposer shall provide a statement acknowledging that if Orange County determines the Proposer's firm to be at a high risk at any time for management of grant funds that the County may impose additional conditions on the firm to mitigate those risks;
- T. Provide certification of compliancy with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Attachment E;
- U. Provide an executed Assurance of Compliance Form SMA 170 Attachment F;
- V. Provide a statement confirming Proposer's agreement to meet the minimum requirements of this request for proposal; and
- W. Provide a statement confirming that if awarded this contract Proposer shall maintain accurate information on an annual basis with the Central Florida United Way 211 system. Updates will be confirmed prior to contract renewal.

### **3. TECHNICAL APPROACH**

- A. Provide a brief description of the Proposer's approach to the project that will allow the firm to serve 75 unduplicated clients per year with services from at least one of the positions in this proposal. Include information about service availability times and locations as well as information on the Proposer's ability to transport clients to needed services, appointments, locations, etc.



- B. Confirm that the Proposer utilizes appropriate evidence based practices in the provision of services outlined in this proposal; name each practice and provide citation that it is validated by some form of documented research evidence;
- C. Provide a timeline for implementation of the proposed services.

#### **4. FEE PROPOSAL**

Each proposer shall complete and submit the Fee Proposal Form included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

#### **5. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, [ocfl.net](http://ocfl.net), the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
  - For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
  - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
  - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
  - Other construction projects in which the total estimate is in excess \$7,000,000.

**It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.**

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and subcontractors.
  2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
  3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
  4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
  5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.

6. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.**

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

## **6. CONFLICT OF INTEREST FORM**

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

## **7. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

**No contract award will be made unless these forms have been completed and submitted.** Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

8. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

9. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

10. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

11. **BONUS POINTS FOR HIRING OF WELFARE TRANSITION AND DISLOCATED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare transition and dislocated workers residing in the Metropolitan Statistical Area (MSA) as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5)

points. To be eligible for bonus points, Proposers must complete the attached Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division (BDD) Liaison at (407) 836-7317 to assist with meeting this requirement.

**The failure of the Contractor to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.**

During performance of the contract, the Contractor shall take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Contractor shall contact the BDD Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

**12. BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS**

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-contractors on their team shall receive two points for each sub-contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-contractors on their team shall receive two points for each registered SDV sub-contractor up to a maximum of 5 SDV sub-contractors for a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, [ocfl.net](http://ocfl.net), the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.

- F. The Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-contractors.
  2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
  3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
  4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
  5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The Contractor shall notify the Business Development Division of any additional awards to the SDV firm on the Contractor's team and the addition of any new SDV firm to the Contractor's team on that project.
  6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.**

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

**13. SELECTION - CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>WEIGHT</u></b>
Qualifications of Staff	20
Qualification of Firm	40
Technical Approach	20
M/WBE Utilization	10
Fee Proposal	<u>20</u>
<b>TOTAL</b>	<b>100</b>
Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV Sub-Contractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

## SCOPE OF SERVICES

### I. OVERVIEW

The Orange County Adult Drug Court Program (OCADC) provides for the identification, evaluation, case management and placement of substance abusing offenders into treatment as a condition of their criminal case. The Judge reviews progress reports on each participant. Incidents of noncompliance are reported immediately to the Judge, along with recommendations as to consequences to be imposed.

The OCADC program has been operational since 2001 under the management of the Ninth Judicial Circuit Court. The program is a cooperative effort between the Judiciary, State Attorney, Public Defender, Orange County Corrections, Florida Department of Corrections, Orange County Office for A Drug Free Community and contracted community based direct service providers.

### II. DESCRIPTION OF SERVICES:

This contract shall provide for the services of two (2) peer support engagement specialists, one (1) in-home family support specialist, one (1) healthcare navigator and one (1) part time data follow-up specialist for persons participating in the OCADC program. The Peer Support Engagement Specialists shall attach to the client at evaluation and shall ensure that the client is connected to all services that they need for successful participation in the program. The Family Support Specialist shall conduct routine home visits to ensure the client's environment is conducive to achieving success and if not, recommend and assist in seeking change. The Family Support Specialist shall work with the client to access essential support services that he/she is lacking. These support services may include assistance with finding permanent housing, securing employment and/or training to aid in securing employment, accessing medical or behavioral healthcare, parenting support, etc. The Healthcare Navigator shall facilitate the health insurance application and enrollment process for eligible uninsured clients. The Navigator shall also ensure that clients with health insurance are utilizing their existing benefits to the extent possible when receiving treatment services as part of the OCADC program. The data follow up specialist shall ensure that all required client level data is collected and reported in to the court case management system (DCCM) as directed by the OCADC program office and federal grant data collection via GPRA and entry in to SAMHSA SAIS.

**The proposed enhancements will serve a minimum of 75 individuals per year who are at highest risk for non-compliance as determined by the OCADC office, for a total of at least 225 individuals served over the three year grant and contract term.**



### III. ROLES AND REQUIREMENTS

The OCADC program requires the following positions and associated services under this contract:

1. **Peer Engagement Specialist (PES)**: The PES shall function as a role model to peers; exhibiting competency in personal recovery and use of coping skills. The PES shall serve as a consumer advocate, providing consumer information and peer support for clients in outpatient and inpatient settings. The PES performs a wide range of tasks to assist peers in regaining independence within the community and mastery over their own recovery process. Recovery resources such as booklets, tapes, pamphlets and other written materials will be utilized by the PES in the provision of services. Using a formal goal setting process and their own recovery experience, the PES shall:
  - a. Assist the client in meeting any requirements of entry in to the OCADC program including scheduling and attending requirement appointments, obtaining certain prescriptions and medical/hospital/treatment related paperwork (i.e. admission and discharge paperwork for hospital stays, letters from existing doctors in re participation) and any other entry requirements set forth by the Program.
  - b. Teach and role model the value of every individual's recovery experience.
  - c. Assist the client in obtaining decent and affordable housing of his/her choice in the most integrated, independent, and least intrusive or restrictive environment by taking them out to view housing, either driving them or riding with them on public transportation.
  - d. Model effective coping techniques and self-help strategies.
  - e. Serve as a recovery agent by providing and advocating for any effective recovery based services that will aid the client in daily living.
  - f. Assist in obtaining services that suit that individual's recovery needs by providing names of staff, community resources and groups that may be useful. Inform clients about community and natural supports and how to use these in the recovery process. Community resources may include but not limited to: social security office, Department of Family and Children services, local YMCA, Library, restaurants, clients' service organizations, apartment complexes and other types of housing, etc.
  - g. Assist clients in developing empowerment skills and combating stigma through self-advocacy; this shall be accomplished through regular meetings, individual or group sessions. Through the use of role playing/modeling techniques the PES provides opportunities for others to show/demonstrate how they have handled similar problems, how to present themselves in certain situations, or how to handle problems that may arise in interactions with others.

- h. With assistance from other treatment personnel, the PES shall work with the clients and other treatment team staff to develop a treatment/recovery plan based on each client's identified goals. The PES shall document the following on the client's treatment/recovery plan:
      - i. identified person-centered strengths, needs, abilities, and recovery goals
      - ii. interventions to assist the client with reaching their goals for recovery progress made toward goals
2. **In-Home Family Support Specialist:** Shall provide psychological counseling (psychotherapy) conducted in the participant's home that helps family members improve communication and resolve conflicts. In-home family counseling shall be provided by a psychologist, clinical social worker or licensed therapist. Counseling may include all family members or just those able or willing to participate. Each participant's treatment plan will depend on their family's situation. Family therapy sessions shall teach the participants skills to deepen family connections and get through stressful times, even after completing the therapy sessions.
3. **Health Care Navigator:** "Navigator" means an individual authorized by an exchange to serve as a navigator, or who works on behalf of an entity authorized by an exchange to serve as a navigator, pursuant to 42 U.S.C. s. 18031(i)(1), who facilitates the selection of a qualified health plan through the exchange and performs any other duties specified under 42 U.S.C. s. 18031(i)(3). The navigator must meet state requirements to be registered as a navigator as set forth by the Florida Department of Financial Services <http://www.myfloridacfo.com/division/agents/licensure/general/docs/00-58.htm> The navigator shall be trained to educate participants about the availability of qualified health plans, to distribute fair and impartial information about enrollment in qualified plans and about the availability of premium tax credits and cost-sharing assistance in the exchange. The Navigator shall facilitate enrollment in qualified plans including completing and submitting eligibility and enrollment forms with the participant. The navigator shall refer people who need help resolving a problem with their health plan or with their premium assistance to a consumer assistance or ombudsman program or to another appropriate agency that can help with a grievance or appeal and to provide information in a culturally and linguistically appropriate manner to the participants being served.
4. **Data Follow-Up Specialist:** Shall follow up with clients and assisting the program evaluator with collecting and tracking data for reporting purposes. The data follow-up specialist shall ensure that all data related to the work of the Peer Engagement Specialist, In-home Family Support Specialist and Health Care Navigator is entered into the court's case management system according to the protocol laid out by the Orange County Adult Drug Court Program Office.

5. **Government Performance Results and Modernization Act (GPRA)**: the proposer shall assign at least one of the positions noted above (Peer Engagement Specialist, In Home Family Support Specialist, Health Care Navigator or Data Follow-up Specialist) the responsibility of collecting and entering all GPRA data. The assigned person/people shall need to provide proof of completion of GPRA training (web-based is acceptable) within six months of contract execution.

#### **IV. Maintenance of Records**

The Sub-Award Recipient shall maintain the confidentiality of alcohol and drug abuse client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II**. In addition, the Sub-Award Recipient shall follow retention requirements for records as set forth in **Title 45 of the Code of Federal Regulations §75.361-365**. The Sub-Award Recipient shall maintain complete client records on-site as required by SAMHSA and Florida Department of Children and Families State licensure requirements.

#### **Reporting Requirements**

1. The Sub-Award Recipient shall provide the OCADC program office with notification of all new hires providing services on this contract within 30 days of employment and information proving that the new hire meets the minimum standard set forth in this scope of services.
2. The Sub-Award Recipient shall obtain prior approval from the OCADC program office prior to entering in to a contractual agreement with a sub-contractor for any services provided under this contract
3. The Sub-Award Recipient shall provide the OCADC program office with a copy of its most recent single audit prior to annual renewal of the contract.
4. The Sub-Award Recipient shall maintain accurate information on an annual basis with the Central Florida United Way 211 system. Updates will be confirmed prior to contract renewal.
5. The Sub-Award Recipient shall enter data into the court case management system in accordance with the OCADC program's data entry protocol.
6. The Sub-Award Recipient shall provide a monthly population report that lists each client name and client ID for participants that are referred to services under this contract. The report shall also include referral date, date began and date ended for each type of service provided under this contract. This monthly report shall accompany the monthly invoice.
7. The Sub-Award Recipient shall participate in all drug Court Team meetings, case staffing and status hearings.

8. Invoices submitted by the Sub-Award Recipient for reimbursement shall contain the following minimum information:
  - a. Name of vendor
  - b. Address of vendor (i.e., where payment is to be mailed)
  - c. Date
  - d. Orange County Purchase Order No.
  - e. Orange County Contract No.
  
9. In addition to the information outlined in V. 8., invoices involving the purchase goods shall contain the following minimum information:
  - a. Procurement method
  - b. Item description
  - c. Quantity purchased
  - d. Unit price
  - e. Total price (for each item)
  - f. Total amount of invoice (all items)
  
10. In addition to the information outlined in V. 8., invoices involving the purchase of services shall contain the following minimum information:
  - a. Itemized description of services performed by client id
  - b. Date service performed
  - c. Billing method for services
  
11. In addition to the information outlined in V. 8., invoices involving the reimbursement of personnel services and indirect charges shall contain the following minimum information:
  - a. Timesheet showing how much time each person worked in total for the pay periods being reimbursed with the pay period date range indicated on the timesheet
  - b. Report showing the level of effort that employee spent providing services on this grant sub-award as well as any other projects or program's that the employee is working on (report shall indicate 100% of the employee's time)
  - c. Payroll report showing the pay date, the person's name and amount paid for each period being reimbursed
  
12. In addition to the information outlined in V. 8., invoices involving the reimbursement of local travel shall contain the following minimum information:
  - a. A local travel reimbursement request form outlining:
    - i. Name of the traveler
    - ii. Date
    - iii. Travel performed point of origin to destination
    - iv. Purpose or reason
    - v. Client ID for client for whom the travel was performed
    - vi. Hour of departure and hour of return
    - vii. Mileage claimed
    - viii. Tolls claimed

**Fee Proposal Form  
RFP # Y17-131-LC**

The Sub-Award Recipient shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Proposal Form.

The fee proposal should be based on the staffing model (refer to staff qualifications and scope of services) for peer engagement specialists, in-home family engagement specialist and health care navigator including all associated overhead costs for each position. Proposals shall include the appropriate staff to meet the minimum qualifications as well as the proposed staffing model. Staffing levels shall provide for the services outlined in the proposal.

**1. Personnel, Fringe and Indirect Costs**

Position	Name*	Annual Salary	% of FTE	Cost
(1) Peer Engagement Specialist(s)		\$		\$
(2) In-home Family Engagement Specialist(s)		\$		\$
(3) Health Care Navigator(s)		\$		\$
(4) Fringe**		\$		\$
(5) Indirect Cost		\$		\$
<i>*indicate 'to be selected' if not currently filled</i>			<b>TOTAL</b>	<b>\$</b>
<i>**provide a fringe benefit cost breakdown by fringe component</i>				

**2. Local Travel**

Est. Miles/Wk	Mileage Rate	No. of Weeks	Total Local Travel
		52	

Include a copy of the proposer organization's local travel reimbursement policy.

**3. Equipment**

Item	Unit Cost	No. of Units	Total Equipment Cost

**4. Supplies**

Item	Unit Cost	No. of Units	Total Equipment Cost

**Total Cost for Delivery of All Services required by Scope of Services, \$ \_\_\_\_\_\*\***

EMERGENCY CONTACT

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No.\_\_\_\_\_, Date\_\_\_\_\_ Addendum No.\_\_\_\_\_, Date\_\_\_\_\_

Addendum No.\_\_\_\_\_, Date\_\_\_\_\_ Addendum No.\_\_\_\_\_, Date\_\_\_\_\_

**EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)**

**RFP Number & Title: Y17-131-LC Adult Drug Court Program for Peer Support, Family Counseling and Healthcare Navigation**

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange County workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your proposals may be cause for rejection of your proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
<b>TOTAL</b>											
Changes Since Last Report											

The above reflects (Check One): \_\_\_\_\_ Orange County Workforce \_\_\_\_\_ Total Permanent Workforce (Outside Orange County)  
 For Construction Projects Only: Do you intend to hire new employees for the project? \_\_\_ Yes \_\_\_ No If yes, how many approximately? \_\_\_

Name of Firm: \_\_\_\_\_ Period of Report: \_\_\_\_\_ No. of Years in Business in Orange County: \_\_\_\_\_

Form Completed By: \_\_\_\_\_  
Name/Title (Printed or Typed) (Signature)

Form Approved By: \_\_\_\_\_  
Name/Title (Printed or Typed) (Signature)

**SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM**

**RFP Number & Title: Y17-131-LC Adult Drug Court Program for Peer Support, Family Counseling and Healthcare Navigation**

Proposers shall list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes \_\_\_\_ No \_\_\_\_ (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM**

**RFP Number & Title: Y17-131-LC Adult Drug Court Program for Peer Support, Family Counseling and Healthcare Navigation**

**Additional points** will be available for proposers who subcontract with registered SDV business enterprises. List all Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide all information requested. Use additional sheets if necessary.

<b>Name of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent of Contract Amount to be Subcontracted</b>

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

- [ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### CHECK ONE

- [ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature)	(Date)
-------------	--------

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

The Proposer shall complete and submit the following information with the proposal:

**Type of Organization**

Sole Proprietorship   
 Partnership   
 Non-Profit  
 Joint Venture   
 Corporation

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**WELFARE TRANSITION AND/OR DISLOCATED WORKER**

**PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)**

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

**CareerSource Central Florida  
390 North Orange Avenue, Suite 700  
Orlando, Florida 32805  
407-531-1222**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**LETTER OF INTENT**

**(VERIFICATION OF MWBE UTILIZATION)**

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor
Specific Scope(s) of Work/Services
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor	Date	
Printed Name & Title		
Authorized Agent of M/WBE Sub-Contractor	Date	
Printed Name & Title		
M/WBE Address		
City	State	Zip Code
Phone Number	Fax Number	

## LETTER OF INTENT

### (VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each Service-Disabled Veteran Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-Service-Disabled Veteran participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-Service-Disabled Veteran Sub-Contractor participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

---

Service-Disabled Veteran Sub-Contractor

---

Specific Scope(s) of Work/Services

---

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

---

Authorized Agent of Prime Contractor

Date

---

Printed Name & Title

---

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

---

Printed Name & Title

---

Service-Disabled Veteran Address

---

City

State

Zip Code

---

Phone Number

Fax Number

## E VERIFICATION CERTIFICATION

Contract No.Y17-131-LC

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y17-131-LC Adult Drug Court Program for Peer Support, Family Counseling and Healthcare Navigation**, within the state of Florida.

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY  
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

\_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:  
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

\_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES \_\_\_ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted \_\_\_\_\_  
Date Updated \_\_\_\_\_  
Bid Number # \_\_\_\_\_

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Bidder  
\_\_\_\_\_  
Date

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

#### **DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

#### **WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

#### **WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC

agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

### ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

**This is the initial Form:** \_\_\_\_\_  
**This is a Subsequent Form:** \_\_\_\_\_

#### Part I

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

\_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

\_\_\_\_\_

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

**Part II**

**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
<b>TOTAL EXPENDED THIS REPORT</b>			\$



**Part III**

**Original signature and notarization required**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

Printed Name and Title of Person completing this form:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal) \_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)  
ABOUT THE  
SPECIFIC PROJECT EXPENDITURE REPORT**  
*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

*Lobbying* means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

#### **WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

#### **WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

#### **WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

**AGENT AUTHORIZATION FORM**

I/We, (Print Bidder name) \_\_\_\_\_, Do hereby authorize (print agent's name), \_\_\_\_\_, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) \_\_\_\_\_, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder

Date

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p><b>PRODUCER</b></p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C, No, Ext):      FAX (A/C, No):</p> <p>E-MAIL ADDRESS:</p> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE      NAIC #</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p><b>INSURER C:</b> 3. _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>
<p><b>INSURED</b></p> <p>2. Name of Insured Street Address City, State, Zip</p>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<p><b>GENERAL LIABILITY</b></p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE    <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC</p>	4.	5.	6.	7.		<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL &amp; ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COM/OP AGG \$</p> <p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
	<p><b>AUTOMOBILE LIABILITY</b></p> <p>9.</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS    <input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS            <input type="checkbox"/> NON-OWNED AUTOS</p>						<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p><input type="checkbox"/> UMBRELLA LIAB    <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB        <input type="checkbox"/> CLAIMS-MADE</p> <p>DED    RETENTION \$</p>						<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>10.    Y/N    N/A</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>						<p>WC STATU-TORY LIMITS    OTH-ER</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>
11.							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<p><b>CERTIFICATE HOLDER</b></p> <p>13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p>14. _____</p>
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## ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED:** Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
- 4. ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- 6. POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- 9. AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.



**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT C**

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 <sup>nd</sup> FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

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©NCCI Holdings, Inc.

## EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>nd</sup> FLOOR  
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

**Contract # Y17-131-LC**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and \_\_\_\_\_ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the SUB-AWARD RECIPIENT, whose Federal I.D. or Social Security number is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the SUB-AWARD RECIPIENT agree as follows:

**ARTICLE 1 - SERVICES**

The SUB-AWARD RECIPIENT’S responsibility under this Contract is to provide professional/consultation services in the area of \_\_\_\_\_, as more specifically set forth in the Scope of Work detailed in Exhibit “A”.

The COUNTY’S representative/liaison during the performance of this Contract shall be \_\_\_\_\_, telephone no. \_\_\_\_\_.

**ARTICLE 2 - SCHEDULE**

The SUB-AWARD RECIPIENT shall commence services on \_\_\_\_\_ and complete all services by \_\_\_\_\_.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of \_\_\_\_\_ (\_\_\_\_) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the SUB-AWARD RECIPIENT within the time specified in the order. The contract shall govern the SUB-AWARD RECIPIENT and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

**ARTICLE 3 - PAYMENTS TO SUB-AWARD RECIPIENT**

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The SUB-AWARD RECIPIENT will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The SUB-AWARD RECIPIENT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit “B” for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the SUB-AWARD RECIPIENT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
  
- C. Final Invoice: In order for both parties herein to close their books and records, the SUB-AWARD RECIPIENT will clearly state "final invoice" on the SUB-AWARD RECIPIENT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the SUB-AWARD RECIPIENT.

**ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the SUB-AWARD RECIPIENT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SUB-AWARD RECIPIENT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

**ARTICLE 5 - TERMINATION**

**A. Termination for Default:**

The COUNTY may, by written notice to the SUB-AWARD RECIPIENT, terminate this contract for default in whole or in part (delivery orders, if applicable) if the SUB-AWARD RECIPIENT fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
  
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
  
3. Make progress so as to endanger performance of this contract
  
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the SUB-AWARD RECIPIENT through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the SUB-AWARD RECIPIENT in accordance with the County's Procurement Ordinance. The SUB-AWARD RECIPIENT and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the SUB-AWARD RECIPIENT's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the SUB-AWARD RECIPIENT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the SUB-AWARD RECIPIENT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither SUB-AWARD RECIPIENT nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of SUB-AWARD RECIPIENT or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If SUB-AWARD RECIPIENT is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of SUB-AWARD RECIPIENT, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the SUB-AWARD RECIPIENT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

## **ARTICLE 6 - PERSONNEL**

The SUB-AWARD RECIPIENT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the SUB-AWARD RECIPIENT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SUB-AWARD RECIPIENT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The SUB-AWARD RECIPIENT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the SUB-AWARD RECIPIENT remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

## **ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The SUB-AWARD RECIPIENT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-contractor contract dollar amount(s) for the M/WBE sub-contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the SUB-AWARD RECIPIENT shall ensure that the M/WBE participation percentage proposed in the SUB-AWARD RECIPIENT's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The SUB-AWARD RECIPIENT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.



- D. The awarded prime SUB-AWARD RECIPIENT shall furnish written documentation evidencing actual dollars paid to **all sub-contractors** utilized by the prime SUB-AWARD RECIPIENT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime SUB-AWARD RECIPIENT prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-contractor's subcontract is terminated for convenience, the SUB-AWARD RECIPIENT shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-contractor's subcontract is terminated for cause, the SUB-AWARD RECIPIENT shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-contractors working on COUNTY projects. The SUB-AWARD RECIPIENT shall:
1. Submit copies of executed contracts between the SUB-AWARD RECIPIENT and all of its M/WBE sub-contractors to the Business Development Division.
  2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-contractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the SUB-AWARD RECIPIENT and sub-Contractors (including those with non-M/WBE's) stating that payment will be made to the sub-contractor within 72 hours of receipt of payment from the COUNTY. The SUB-AWARD RECIPIENT shall pay each sub-contractor for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the SUB-AWARD RECIPIENT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the SUB-AWARD RECIPIENT/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

## **ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING**

The prime SUB-AWARD RECIPIENT/CONTRACTOR shall be responsible for reporting (SDV) sub-contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

- A. The SUB-AWARD RECIPIENT shall be responsible for reporting SDV sub-contractor contract dollar amount(s) for the SDV sub-contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime SUB-AWARD RECIPIENT shall furnish written documentation evidencing actual dollars paid to **all sub-contractors** utilized by the SUB-AWARD RECIPIENT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the SUB-AWARD RECIPIENT prior to the issuance of final payment.

- C. In the event a registered SDV sub-contractor's subcontract is terminated for convenience, the SUB-AWARD RECIPIENT shall call and submit a letter to the BDD from the terminated sub-contractor evidencing their concurrence with the termination. In the event a registered SDV sub-contractor's subcontract is terminated for cause, the SUB-AWARD RECIPIENT shall justify the replacement of that sub-contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-contractors working on COUNTY projects. The SUB-AWARD RECIPIENT shall:
  - 1. Submit copies of executed contracts between the SUB-AWARD RECIPIENT and all of its SDV sub-contractors to the BDD.
  - 2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the SUB-AWARD RECIPIENT and SDV sub-contractors (stating that payment will be made to the sub-contractor within 72 hours of receipt of payment from the COUNTY. The SUB-AWARD RECIPIENT shall pay each sub-contractor for all work covered under an invoice within the 72 hour time frame.

- E. By entering into this contract, the SUB-AWARD RECIPIENT affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the SUB-AWARD RECIPIENT/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SUB-AWARD RECIPIENT. The SUB-AWARD RECIPIENT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SUB-AWARD RECIPIENT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SUB-AWARD RECIPIENT shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

#### **ARTICLE 11 - INSURANCE REQUIREMENTS:**

Vendor/SUB-AWARD RECIPIENT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract 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 Vendor/SUB-AWARD RECIPIENT is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/SUB-AWARD RECIPIENT under this contract. Vendor/SUB-AWARD RECIPIENT is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The SUB-AWARD RECIPIENT shall require and ensure that each of its sub-Vendors/sub-contractors 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:

- Commercial General Liability - The SUB-AWARD RECIPIENT 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 \$500,000 per occurrence. SUB-AWARD RECIPIENT 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 contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim
- Fidelity/Employee Dishonesty- with a limit greater than or equal to the contract amount
- Sexual Abuse & Molestation- with a limit of not less than \$100,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of SUB-AWARD RECIPIENT most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the SUB-AWARD RECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the SUB-AWARD RECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/SUB-AWARD RECIPIENT of the obligation to provide replacement coverage.

By entering into this contract SUB-AWARD RECIPIENT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the SUB-AWARD RECIPIENT to enter into a pre-loss agreement to waive subrogation without an endorsement, then SUB-AWARD RECIPIENT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the SUB-AWARD RECIPIENT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/SUB-AWARD RECIPIENT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the SUB-AWARD RECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. SUB-AWARD RECIPIENT shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The SUB-AWARD RECIPIENT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

#### **ARTICLE 12 - INDEMNIFICATION**

To the fullest extent permitted by law, the SUB-AWARD RECIPIENT 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, cost and expenses (including attorney's 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 SUB-AWARD RECIPIENT or its subcontractors (if any), 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.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the SUB-AWARD RECIPIENT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SUB-AWARD RECIPIENT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SUB-AWARD RECIPIENT.

## **ARTICLE 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party 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 at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 15 - CONFLICT OF INTEREST**

The SUB-AWARD RECIPIENT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The SUB-AWARD RECIPIENT further represents that no person having any interest shall be employed for said performance.

The SUB-AWARD RECIPIENT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the SUB-AWARD RECIPIENT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SUB-AWARD RECIPIENT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SUB-AWARD RECIPIENT. The COUNTY agrees to notify the SUB-AWARD RECIPIENT of its opinion by certified mail within thirty (30) days of receipt of the notification by the SUB-AWARD RECIPIENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SUB-AWARD RECIPIENT, the COUNTY shall so state in the notification and the SUB-AWARD RECIPIENT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SUB-AWARD RECIPIENT under the terms of this Contract.

## **ARTICLE 16 - EXCUSABLE DELAYS**

The SUB-AWARD RECIPIENT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SUB-AWARD RECIPIENT or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the SUB-AWARD RECIPIENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SUB-AWARD RECIPIENT'S failure to perform was without it or its sub-contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

## **ARTICLE 17 - ARREARS**

The SUB-AWARD RECIPIENT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SUB-AWARD RECIPIENT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The SUB-AWARD RECIPIENT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the SUB-AWARD RECIPIENT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the SUB-AWARD RECIPIENT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 19 - INDEPENDENT SUB-AWARD RECIPIENT RELATIONSHIP**

The SUB-AWARD RECIPIENT is, and shall be, in the performance of all work services and activities under this Contract, an Independent SUB-AWARD RECIPIENT, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SUB-AWARD RECIPIENT'S sole direction, supervision, and control. The SUB-AWARD RECIPIENT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SUB-AWARD RECIPIENT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent SUB-AWARD RECIPIENT and not as employees or agents of the COUNTY.

The SUB-AWARD RECIPIENT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

## **ARTICLE 20 - CONTINGENT FEES**

The SUB-AWARD RECIPIENT warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the SUB-AWARD RECIPIENT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SUB-AWARD RECIPIENT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 21 - ACCESS AND AUDITS**

The SUB-AWARD RECIPIENT shall establish and maintain a reasonable accounting system, which enables ready identification of SUB-AWARD RECIPIENT'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the SUB-AWARD RECIPIENT or its sub-SUB-AWARD RECIPIENTS as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the SUB-AWARD RECIPIENT'S place of business. This right to audit shall include the SUB-AWARD RECIPIENT'S sub-contractors used to procure goods or services under the contract with the COUNTY. SUB-AWARD RECIPIENT shall ensure the COUNTY has these same rights with sub-contractor(s) and suppliers.

## **ARTICLE 22 – EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the SUB-AWARD RECIPIENT shall abide by the following provisions:

- A. The SUB-AWARD RECIPIENT shall represent that the SUB-AWARD RECIPIENT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The SUB-AWARD RECIPIENT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the SUB-AWARD RECIPIENT into the contracts of any applicable subcontractors.



## **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SUB-AWARD RECIPIENT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

The SUB-AWARD RECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

## **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the SUB-AWARD RECIPIENT of the COUNTY'S notification of a contemplated change, the SUB-AWARD RECIPIENT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the SUB-AWARD RECIPIENT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SUB-AWARD RECIPIENT shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the SUB-AWARD RECIPIENT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 28 – WELFARE TRANSITION AND/OR DISLOCATED WORKERS**

SUB-AWARD RECIPIENT has committed to hire \_\_\_\_\_ ( ) CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

SUB-AWARD RECIPIENT shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the SUB-AWARD RECIPIENT to ensure that the process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the SUB-AWARD RECIPIENT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the SUB-AWARD RECIPIENT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the SUB-AWARD RECIPIENT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

## **ARTICLE 29 - REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the SUB-AWARD RECIPIENT all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the SUB-AWARD RECIPIENT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

## **ARTICLE 30 - CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a SUB-AWARD RECIPIENT/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The SUB-AWARD RECIPIENT also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the SUB-AWARD RECIPIENT/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the SUB-AWARD RECIPIENT/Contractor.”

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the SUB-AWARD RECIPIENT/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of SUB-AWARD RECIPIENT’s/Contractor’s written request for a final decision. The Procurement Manager’s decision shall be final and conclusive.

The SUB-AWARD RECIPIENT/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

#### **ARTICLE 31 - TOBACCO FREE CAMPUS**

All Orange 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 SUB-AWARD RECIPIENTS and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, 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.

#### **ARTICLE 32 – VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the SUB-AWARD RECIPIENT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the SUB-AWARD RECIPIENT to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the SUB-AWARD RECIPIENT to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a bid or proposal in response to this solicitation, the SUB-AWARD RECIPIENT confirms that all employees in the above categories will undergo e-verification before placement on this contract. The SUB-AWARD RECIPIENT further confirms his commitment to comply with this requirement by completing the E-Verification certification.

**ARTICLE 33 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

**ARTICLE 34 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**ARTICLE 35 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

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and if sent to the SUB-AWARD RECIPIENT shall be mailed to:

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and SUB-AWARD RECIPIENT has hereunto set its hand the day and year above written.

SUB-AWARD RECIPIENT:

ORANGE COUNTY, FLORIDA:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Carrie Woodell, MPA, CPPO, CFCM, C.P.M.  
Procurement Division Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Federal Award Administration Information**

**A. Population of Focus and Statement of Need**

**A-1:** The Orange County Adult Drug Court program (OCADC) uses a non-adversarial team approach in dealing with offenders which promotes public safety and ensures due process. The OCADC team is currently comprised, at a minimum, of the following members: Drug Court Judge, Aspire Health Partners (treatment provider), State Attorney, State Probation Officer; Public Defender; Drug Court Program Coordinator and the OCADC Clerk of Court. The program serves Orange County residents, male or female, 18 years and older, whose “current” charge is a Florida Statute, Sec. 893.13 - criminal felony drug offense. This includes possession, or purchase of a controlled substance. This category excludes serious offenses and violent felonies as defined by Federal Statute, Sec. 2203 of the Crime Act, and Florida Statute, Section 893.135 criminal felony offenses relating to drug trafficking and importation including sale, possession with intent to sell, the use of a minor in a delivery or sale, and sales or delivery in or near a school zone. In order to be eligible for the Drug Court Program, a defendant must satisfy each of the following criteria:

<i>Table 1:</i>	OCADC Participant Criteria
•	The defendant is a resident of Orange county;
•	The crime before the court cannot be of violence, including domestic violence unless there is victim consent;
•	Other criminal proceedings alleging the commission of a crime of violence cannot be pending against the defendant;
•	The defendant cannot score more than 60 points on the Florida Score sheet;
•	The crime before the court cannot be a charge of driving under the influence of alcohol or any other drug(s) that resulted in the death of a person; and,
•	The crime charged cannot be one of multiple counts of distribution, possession with intent to distribute, production, manufacture, or cultivation of controlled dangerous substances.

OCADC proposes to provide enhanced treatment, including recovery services, case management and program coordination through this SAMHSA Enhancement Grant. It is expected that the participants served by the proposed enhancements will mirror those currently served by the existing OCADC program. Table 2 provides a demographic overview of the 527 individuals served through Drug Court during the 2014 calendar year.

Table 2:		OCADC Demographics				N = 527	
AGE		RACE		INCOME		EMPLOYMENT	
18 – 24	119 (22.6%)	White	266 (50.5%)	< \$15,000	468 (88.8%)	Full Time	143 (2.17%)
25 – 35	221 (41.9%)	African-American	175 (33.2%)	\$15,000 - \$24,999	22 (4.2%)	Part Time	47 (8.9%)
36 – 50	142 (26.9%)	Hispanic		\$25,000 - \$39,999	22 (4.2%)	Unemployed	144 (27.3%)
51-64	41 (7.8%)	Other	48 (9.1%)	\$40,000 >	15 (2.8%)	Not in Force	73 (13.9%)
65 +	2 (.4%)	Null /Blank	38 (7.2%)	Unknown	0	Student	8 (1.5%)
Null /Blank	2 (.4%)		527 = 100%			Null / Blank	112 (21.3%)
		ETHNICITY					
		Hispanic	73 (13.9%)				
		Non-Hispanic	422 (80%)				
		Null / Blank	32 (6.1%)				
	527 = 100%		527 = 100%		527 = 100%		527 =100%
GENDER		EDUCATION		DRUG POSSESSION / USE			
Male	191 (63.8%)	Not a H.S. Grad.	226 (42.9%)	Alcohol	383 (72.7%)	Ecstasy / MDAMA	
Female	336 (36.2%)	H.S. Grad	80 (15.2%)	Marijuana		Methadone	1 (.2%)
		Some College	66 (12.5%)	Cocaine	2 (.4%)	Methamph.	
		College Grad	25 (4.7%)	Crack Cocaine	3 (.6%)	Other Opiates	2 (.4%)
		Voc School	17 (3.2%)	Heroin		Other	7 (1.3%)
		Null / Blank	113 (21.4%)	Oxy (codone / cotin)	1 (.2%)	Null / Blank	128 (24.3%)
	527 = 100%		527 = 100%				527=100

Aspire Health Partners - Adult Drug Court Outpatient Treatment Program Demographics Report – 1/1/2014 – 12/31/2014

**A-2:** According to the U.S. Census Bureau in 2014 approximately 77% of the population in Orange County is white while 13% is African-American and 10% identify as another race. 86.3% of persons over 25 have a high school diploma and 29% have a bachelor’s degree. The median household income is \$53,482. According to the Florida Department of Corrections, the majority of inmates admitted to prison in FY 2014-15 were male (88%), white (54%) and between the ages of 25-34 (36%). 12% of the population was female, 43% of the population was African-American and 3% identified as ‘other’; 30% of the population was between the ages of 35-49. Of the drug offender admissions, 48% were white, 49% were African American and 3% were ‘other’; 39% were between 25-34 and 36% were between the ages of 35-49. About 41% of the inmate admissions during FY 2014-15 were classified as having basic literacy skills (1.0 to 5.9 grade levels), approximately 26% were classified as having functional literacy skills (6.0 to 8.9 grade levels) and 33% of the inmate admissions during the fiscal year had GED Prep skills (9.0 to 12.9 grade level). There was an increase in the number of inmates suffering from mental disorder from June 2014 (16.5%) to June 2015 (17.1%).



The OCADC program serves a disproportionate number of females in its program than males when compared to the Florida prison population (36% of the OCADC population is female while only 12% of the prison population is female). The racial mix of clients served by OCADC is very close to the racial make-up of the Florida Department of Corrections (DOC) generally (OCADC population is 50% white, DOC is 54% white, OCADC 33% African-American, DOC is 43%). However, the racial mix of the population incarcerated for drug related offenses shows more variation particularly for African-American inmates (OCADC population is 50% white, DOC drug offender population is 48% white, OCADC 33% African-American, DOC drug offender population is 49% African-American).

Sixty-nine percent of person served by OCADC were between the ages of 25 and 50 in 2014 while 62% of the incarcerated population is between the same age ranges. Approximately 43% of program participants haven't graduated from high school while 67% of the inmate population in the department of corrections had only basic or functional literacy skills (grades 1-8.9). The OCADC program proposes to implement enhanced navigator and case management services to improve access, service use and outcomes of populations that are utilizing the program at disproportionate rates from the incarcerated population. By assigning each person from a disproportionately represented population a peer-support specialist we anticipate engagement to be increased and access to ancillary services such as housing and education to be improved. In addition, by providing a family engagement specialist to persons in these populations we anticipate seeing increased engagement in treatment services by enabling the family as a whole to effectively support an environment conducive to recovery. Finally, but utilizing a health care navigator we will be able to help clients engage in insurance services to continue their treatment after they have completed the OCADC program.

**A-3:** Florida, which has almost doubled its prison population over the past 15 years, has experienced a smaller drop in crime than New York, which, after a brief increase, has reduced its number of inmates to below the 1993 level. "There is no question that putting violent and chronic offenders behind bars lowers the crime rate and provides punishment that is well deserved," said Gelb, who as Director of the Center's Public Safety Performance Project advises states on developing alternatives to incarceration. "On the other hand, *there are large numbers of people behind bars who could be supervised in the community safely and effectively at a much lower cost -- while also paying taxes, paying restitution to their victims and paying child support.*" About 91 percent of incarcerated adults are under state or local jurisdiction. As a result, state governments have been forced to devote larger shares of their budgets to house them. For instance, over the past two decades, state spending on corrections (adjusted for inflation) increased 127 percent; spending on higher education rose 21 percent. In Orange County's jail, 70% of the population reviewed for substance abuse, were in need of treatment. Additionally, nearly one quarter of the adults booked through the Orange County jail were charged with a drug offense. In a one day "snap shot" of the Orange County jail population, it was determined that 1,037 inmates who were in jail had the potential to qualify for participation in Drug Court program as a result of: being in jail for a third degree felony charge or violation of probation; not being classified as a violent offender and not presentenced. Of those 1,037 in jail, 85% were prescribed medications (30% psychotropic & 55% non-psychotropic). The OCADC opened in 1997 as a response to the overwhelming problem of drug offenders burdening the court system and the county jail. The program, with current capacity to serve 230 individuals per year, has historically had a successful completion rate of 88% among its participants, with a recidivism rate of less than 5%, and 90% of participants retained employment. However, in recent years the

program has not enjoyed such impressive success rates. Successful completion among participants has dropped drastically, primarily due to participant compliance issues and re-offenses that have occurred during program enrollment. As successful as the treatment portion of the program has been, the program's ability to engage clients prior to beginning the treatment phase through peer-support services is sorely lacking as is the ability to provide adequate supervision, home visits and follow up that is necessary to ensure program success. Additionally, due to limited staffing, critical linkages to supportive services, i.e. housing, employment, behavioral/medical care through a health care navigator, etc. are not being made, which also are critical to achieve program success and reduce the likelihood of future recidivism.

**A-4:** Not applicable.

**B. Proposed Evidence-Based Service/Practice**

**B-1:** This proposal seeks to address gaps in the continuum of treatment for drug court participants who primary diagnosis is a substance abuse disorder by enhancing the OCADC Program through the addition of three new positions: 1) Peer Support Engagement Specialists, 2) an In-Home Family Support Specialist and 3) a Healthcare Navigator. The proposed Peer Support Engagement Specialists will attach to the client at evaluation and will utilize best practice engagement techniques to insure the client engages and becomes invested in the program from the beginning. Currently, there may be a lapse of 30-45 days from the time a client is evaluated until the time they enter treatment services. Without proper engagement, this lapse in time can sabotage a client's ability to successfully participate in the Drug Court Program. The Peer Support Engagement Specialists will also drug test the client on a regular basis while they are "transitioning" into treatment services to discourage future violations and

compliance issues. If the tone and expectations are firmly established from the outset and proper support and resources are made available, the likelihood of success increases ten-fold.

The second critical component of this enhancement is the addition of a Family Support Services Specialist. The Family Support Specialist will conduct routine home visits to ensure the client’s environment is conducive to achieving success and if not, recommend and assist in seeking change. The Family Support Specialist will work with the client during their treatment episode to access essential support services that he/she is lacking. These support services may include assistance with finding permanent housing, securing employment and/or training to aid in securing employment, accessing medical or behavioral healthcare, parenting support, etc.

The third proposed enhancement is the utilization of a dedicated Healthcare Navigator case to facilitate the health insurance application and enrollment process for eligible uninsured clients. The Navigator will also ensure that clients with health insurance are utilizing their existing benefits to the extent possible when receiving treatment services as part of the OCADC program.

**The proposed enhancements will serve a minimum of 75 individuals at highest risk for non-compliance each year, for a total of at least 225 individuals over the life of the grant.** The services are specifically designed to meet the complex needs of individuals with substance use and co-occurring disorders. This SAMHSA enhancement grant will also provide additional training opportunities for the drug court program team and program evaluation services conducted by an independent investigator to determine the impact of the enhanced services on the target population.

Table 3	OCADC’s- Goals & Objectives
<b>Goal #1:</b> Reduce recidivism, substance use and co-occurring symptoms among the target population.	
<i>Objective 1.1:</i>	Eighty (80%) percent of drug court clients will remain arrest-free while participating in the program.
<i>Objective 1.2:</i>	Seventy five percent (75%) of targeted clients will complete the program.
<b>Goal #2:</b> To increase the participant’s likelihood for successful rehabilitation through early, continuous, and intensive judicially	

supervised treatment and support services for substance use and co-occurring disorders, random drug testing, the use of graduated sanctions and other rehabilitation services, and service linkages that are deemed appropriate.	
<u>Objective 2.1:</u>	With a minimum 7-month length of stay in the program, a minimum of seventy-five (75) candidates will receive services proposed in this grant over the course of a year.
<u>Objective 2.2:</u>	One hundred percent (100%) of clients admitted to the OCADC will be assigned a Case Manger within one day of admission into the program.
<u>Objective 2.3:</u>	Ninety percent (90%) of the clients who complete the comprehensive evaluation phase for the OCADC will be admitted into treatment.
<u>Objective 2.4:</u>	One hundred percent (100%) of drug court clients entering the OCADC will receive program linkages for identified areas of need (i.e. transportation, medical/dental, housing etc.)
<u>Objective 2.5:</u>	One hundred percent (100%) of drug court clients entering the OCADC will receive assistance with employment counseling and/or vocational training.
<u>Objective 2.6:</u>	One hundred percent (100%) of OCADC clients will receive mandatory random drug testing.
<u>Objective 2.7:</u>	Ninety eight percent (98%) of the OCADC clients will receive continuous judicial supervision and sanctions and/or incentives.
<u>Objective 2.8:</u>	Seventy five (75%) of the OCADC clients will receive aftercare.
<b>Goal #3:</b> To improve each participant's level of functioning through the provision of targeted, appropriate engagement activities, home visitation and increased rehabilitative services and service linkages.	
<u>Objective 3.1:</u>	Ninety percent (90%) of OCADC participants will participate in engagement activities as conducted by the Engagement Specialist
<u>Objective 3.2:</u>	Ninety percent (90%) of OCADC participants will receive Home Visits on a routine basis as part of an intensive case management approach designed to increase success and level of functioning
<u>Objective 3.3:</u>	Ninety percent (90%) of OCADC participants will receive peer support services between evaluation and admission in to treatment.
<u>Objective 3.4:</u>	One hundred percent (100%) of OCADC participants will be screened for Healthcare Navigator services.
<u>Objective 3.5:</u>	Fifty percent (50%) of OCADC participants will utilize the services of the Healthcare Navigator

**B-2:** The services identified within this proposal are based on the SAMHSA TIP “Substance Abuse Treatment for Persons with Co-Occurring Disorders”, as well as several evidenced based programs. This approach has been identified by SAMHSA/CSAT as an approved and effective Substance Abuse Treatment Practice. Effective treatment of drug addiction requires comprehensive attention to all of an individual’s medical and psychological co-morbidities. Particularly among individuals with co-occurring disorders, pharmacological therapy alone rarely achieves long term success. (CSAT TIP 40) The use of empirically supported psychological treatments improves treatment engagement, retention, and success (McLellan, et al.). Two specific evidence-based interventions that will be incorporated into the OCADC treatment services are **Motivational Interviewing (MI)** and **Motivational Enhancement Therapy (MET)**. MI has been found to increase client engagement in community substance abuse treatment settings. Clients have been found to be nearly twice as likely to participate in

treatment if they received a single session of MI during initial assessment (Carroll, Libby, Sheehan, Hyland, 2001). In another study, a single session of MI was found to improve opiate dependence treatment retention and outcomes (Saunders, Wilkinsen, & Phillips, 1995). Skills learned in relapse prevention treatments were found to be maintained and to prolong abstinence in substance abuse treatment clients at a one-year follow-up (Carroll, Rounsaville, Nich, Gordon, Wirtz, & Gawin, 1994). MET helps to ensure that program participants are engaged and remain in the program. The treatment services offered by OCADC will include those recommended by SAMHSA: assessment; intake; treatment planning and documentation; preventive and primary medical care; testing for infectious disease; drug testing; pharmacotherapeutic interventions when applicable; substance abuse counseling; co-occurring HIV services, life skills counseling, to include parenting; health education; peer support groups; liaison services; and alternative housing. The program will also incorporate the use of **Cognitive Behavioral Therapy (CBT)** a form of treatment that focuses on examining the relationships between thoughts, feelings and behaviors. By exploring patterns of thinking that lead to self-destructive actions and the beliefs that direct these thoughts, people with co-occurring disorders can modify their patterns of thinking to improve coping. For those clients with trauma issues **Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)** will be utilized. TF-CBT is a psychosocial treatment model designed to treat posttraumatic stress and related emotional and behavioral problems. Initially developed to address the psychological trauma associated with sexual abuse, the model has been adapted for use with individuals who have a wide array of traumatic experiences, including domestic violence, traumatic loss, and the often multiple psychological traumas experienced throughout life, including coming to the US from other areas and finding a challenging acculturation process which is critical for the Orange County population.

The OCADC has chosen to use these evidence-based interventions because they have been proven effective in working with the target population both in national studies and in other outpatient programs operated by The Center over its 40 year service history.

**B-3:** Not applicable.

**B-4:** The OCADC program has utilized the selected treatment practices with the Drug Court clientele since 1997. The treatment approaches have produced consistent results with a successful completion rate of 88% and a recidivism rate of only 4.7%. *One thousand three hundred and seventy-two (1,372) individuals have successfully graduated from the OCADC since its inception in 1997, resulting in a cost savings to the community in excess of \$4 million, over 60 drug-free babies have been reported born to drug court clients and 90% of drug court clients retain employment.* These outcomes provide clear evidence that the identified treatment approaches are most appropriate for achieving the outcomes set forth within this expansion request and the ultimate goals of reducing the health and social costs of substance abuse and dependence while improving public safety. The Orange County Adult Drug Court and its treatment provider, Aspire Health Partners, are responsive to the diversity of ethnic and social minorities which enable them to bridge the barriers presented by language, religious customs, sexual orientation, atypical family structure, regional and cultural differences, etc. Therefore, this project will put a heavy emphasis on cultural competency training and actively recruit and train a cross-cultural and culturally competent staff by:

- Placing cultural competency and sensitivity as a top priority for staff.
- Uniformly utilizing an interview and hiring model that identifies a job applicant's cultural competency.
- Actively recruiting a cross-cultural staff, as well as a bilingual staff member.
- Placing heavy emphasis on inter-cultural sensitivity training.
- Conduct services in environments familiar to the participants.
- Make the needs of neighborhood residents the priority rather than having them conform to prescribed needs.

Cultural competency will be illustrated when staff:

- Demonstrate knowledge and insight towards the customs and norms of the community
- Involve the participants in the process.
- Examine all written material, advertisements, and evaluation instruments for cultural bias.
- Establish a system of periodic review of procedures being used for cultural congruence.

The OCADC and Aspire have a long history of providing culturally competent services to the residents of Central Florida. Both serve a very diverse racial, ethnic and gender population of clients from all age ranges. Both entities make every attempt to insure that their staff mirrors that of the clients they serve, allowing for the delivery of culturally competent and sensitive services. Both entities strongly acknowledge the need to reflect the diversity of the community at large. The greater Orlando community will continue to experience tremendous growth with a very diverse cultural and ethnic population. The OCADC, as well as Aspire, has a successful history of meeting the cultural needs of this community and continues to strive to do so in this project.

**B-5:** The identified evidenced based treatment approaches have all proven successful in serving the targeted drug court population as originally designed. OCADC has been utilizing proven approaches since the Drug Court Program was established in 1997 and has yielded impressive treatment outcomes as a result. Therefore, no modifications to the original design are anticipated. However, if a change is warranted to meet the needs of the participant, OCADC will ensure that the fidelity of the EBP remains intact.

**B-6:** In order to ensure fidelity to the evidence based practices outlined in this proposal, each team member will engage in continuing education (either web-based or in person). Both process and outcome measures will be gathered to ensure that the program is delivering services in the way that research has shown will result in desired outcomes. In addition, all team members and their organizations will complete the Assertive Community Treatment Readiness Assessment to



ensure that the team is ready to provide appropriate services to participants. The assessment will be repeated every six months for the first two years of the program to ensure high fidelity.

### **C. Proposed Implementation Approach**

**C-1:** This proposal seeks to enhance drug court services and will serve seventy-five (75) unduplicated individuals per year for a total of 225 unduplicated individuals over the three year term of this grant. These individuals will utilize services from the Peer Support Engagement Specialists, In-Home Family Support Specialist and/or Healthcare Navigator while participating in the OCADC program. Additional services that will be made available to the population include assistance with educational programs including GED and vocational training as well as appropriate transitional housing with a supervision component.

**C-2:** The program has recently begun to experience a decline in participants completing the program. The decline in program completion has been primarily due to participants violating program compliance and/or reoffending while in the program. While the treatment services continue to be delivered effectively, engagement for the period between assessment/evaluation and the client entering treatment services is severely lacking. This is due to limited staffing as a result of limited funding. Additionally, the OCADC clients are presenting with more complex issues and needs (i.e. behavioral health needs, housing, employment, child care) than in previous years that require attention in order to meet compliance and reduce the risk of re-offense. More than 900 individuals have successfully graduated from the OCADC since its inception, resulting in a cost savings to the community in excess of nearly \$3 million, and 90% of those drug court clients retained employment, therefore becoming contributing members of the community and investing in the State's economy rather than placing a financial burden on the State and local jurisdictions by avoiding jail time. By actively engaging clients in the program, providing

needed treatment services and crucial supportive services, the program will help to measurably reduce the health and social costs of substance abuse and dependence while improving public safety. This model has demonstrated that the integration of drug and alcohol treatment with court supervision results in a cost-effective alternative to incarceration and provides long term benefits to the clients and the community. Current OCADC services include evaluation, case management (very limited), continuous and intensive outpatient substance abuse treatment, community supervision (also very limited in nature) and drug testing (only after treatment commences). The proposed enhancement of Drug Court services described in this proposal will enhance the OCADC by adding two full time staff dedicated to increasing engagement and therefore increasing retention and providing critical linkages for services to meet the various complex needs that are vital for the client to be able to actively engage in treatment and avoid re-offense. These enhancements will utilize best practice techniques (i.e. Motivational Enhancement Therapy) to deliver services in an effort to achieve the desired level of success and will be embedded into the existing program design. The existing services vary in the level of intensity and are dictated by the unique needs of each individual participant to the degree in which resources are available.

Individualized treatment plans are developed by the primary counselor together with the client and in consultation with the entire drug court team. These plans establish specific treatment goals that are appropriate to the strengths and weakness of each participant. A participant's length of stay in the program is predicated on that individual's identified course of care and their level of progress towards established treatment goals. Participation typically ranges from a minimum of seven (7) months up to eighteen (18) months. OCADC's Case Management component includes a comprehensive substance use and co-occurring evaluation on

all program participants. Assessments are conducted by the primary service provider, Aspire Health Partners. Aspire's evaluators utilize a combination of the Substance Abuse Information System (SAIS), the MINI International Neuropsychiatric Interview (MINI), Functional Assessment Rating Scale (FARS) and the Addiction Severity Index (ASI). All information tools and assessment instruments have been used in practice with substance using adults and are widely acceptable as valid instruments in the field. Additionally, the assessment instruments have been validated in research studies. All instruments selected/designed address sensitivity to age, gender, sexual orientation, cultural and racial/ethnic characteristics of the proposed target population. Any new instruments that may be incorporated will be carefully screened to insure that they are culturally sensitive to the targeted population so that an accurate assessment may be made. The reliability and validity of the Functional Assessment Rating Scale has been documented and will be appropriate for the target population. (Ward, Dow, Saunders, Penner, Halls, 1996). All of the tools are also available in Spanish. If it is necessary, the instruments will be adapted to meet the disability and literacy needs of the clients. Psychiatric assessments for individuals with co-occurring disorders will be conducted by a Psychiatric ARNP.

Once accepted into the OCADC, each participant will meet with the Peer-Support Specialist who will work with the client to establish a plan for success and prepare the client for the transition into treatment services. The client will also be assigned to the Family Support Specialist who will serve as an intensive case manager. The Family Support Specialist will follow the client throughout the course of treatment, providing in-home visits, service linkages and appropriate follow up as well as family support. For those clients deemed lower risk for non-compliance and re-offense, the existing OCADC Case Manager will track the participant's progress in treatment and supervise the client in the community.

The case management services are co-located at the same facility where Aspire Health Partner provides the outpatient substance abuse treatment services for Drug Court participants, making access to case management services easily accessible by clients. OCADC’s outpatient services include a combination of individual and group counseling along with psycho-educational groups designed to create and promote an understanding and acceptance of addiction and the recovery process. These services vary in the level of intensity and the emphasis is on assessment, treatment and ancillary services. In addition, the program focuses services in the following areas: Behavioral patterns of addiction; Rationale & irrational thinking patterns; Enhancing motivation for treatment; Promoting greater awareness of the recovery process; Providing exposure and access to the supportive, motivating influences of other recovering persons; Providing information and direction on vocational/educational needs and opportunities via referral to case management; Life Skills development including anger management, problem solving, decision making, peer relations, etc., and HIV/AIDS health information and education.

OCADC’s Outpatient Treatment Program is divided into four (4) phases of care. The program is designed to provide a more intensely structured regimen of participation during the first phase (minimum of 60 days) followed by decreasing levels of intensity and structure as a participant progresses successfully through the program. Program participants are required to complete identified phase criteria to be eligible to progress to the next phase. A schedule of phase requirements is provided in Table 3.

Table 4	OCADC’S OUTPATIENT TREATMENT PROGRAM	
<i>PHASE I</i>	<i>Service</i>	<i>Standard</i>
<i>Length of Phase</i>	60 Days Minimum	
<i>Number of Sessions</i>	Six (6) individual sessions	
	Three (3) group sessions per week	Minimum 85% Group Attendance Required
	One (1) approved self-help meeting (AA, NA) per week	Two (2) NA or AA sponsors with appropriate verification form
<i>Drug Use</i>	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase
<i>Judicial Supervision</i>	Bi-Weekly	

<i>PHASE II</i>	<i>Service</i>	<i>Standard</i>
<i>Length of Phase</i>	60 Days Minimum	
<i>Number of Sessions</i>	Four (4) individual sessions	
	Two (2) group sessions per week	Minimum 85% Group Attendance Required One (1) Group Co-facilitation
	Two (2) approved self-help meeting (AA, NA) per week	Two (2) NA or AA sponsors with appropriate verification form
<i>Drug Use</i>	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase
<i>Judicial Supervision</i>	Bi-Weekly	

<i>PHASE III</i>	<i>Service</i>	<i>Standard</i>
<i>Length of Phase</i>	60 Days Minimum	
<i>Number of Sessions</i>	Three (3) individual sessions	
	One (1) group session per week	Minimum 85% Group Attendance Required One (1) Group Co-facilitation
	Three (3) approved self-help meeting (AA, NA) per week	Two (2) NA or AA sponsors with appropriate verification form
<i>Drug Use</i>	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase
<i>Judicial Supervision</i>	Bi-Weekly	

<i>AFTERCARE</i>	<i>Service</i>	<i>Standard</i>
<i>Length of Phase</i>	30 Days or 4 Consecutive Group Sessions	
<i>Number of Sessions</i>	One (1) group session per week	Facilitate one (1) group discussion (45 minutes) on personal experiences regarding recovery since completing the Intensive Outpatient Program.
<i>Drug Use</i>	Negative urinalysis results	Thirty (30) consecutive substance free days to be eligible for program completion
<i>Judicial Supervision</i>	Monthly	

In addition to providing evaluations and assessment, case management activities, and treatment services, the OCADC also conducts Community Supervision of all Drug Court participants that follow three (3) levels of supervision. The following minimum contacts shall be made with each participant during each Level of Supervision. For those clients deemed at higher risk of non-compliance supervision and client interfaced will be increased through the Family Support Specialist.

<b>Level I - The participant is in pre arraignment and/or Phase I of treatment.</b>
a) One (1) face-to-face contact with the participant or anyone living at the participant's residence for verification of residence within fifteen (15) calendar days of treatment orientation, monthly thereafter, and within fifteen (15) calendar days following a residence change.
b) One (1) face-to-face contact with the participant at their residence or other field location per month.
c) One (1) verification of the participant's employment or school attendance per month.
d) One (1) collateral contact with a non-criminal justice resource agency or individual per month.
e) One (1) collateral contact with the participant's probation officer per month.
<b>Level II - The participant has been court ordered into the program and is in Phase I or Phase II of treatment.</b>
a) One (1) face-to-face contact with the participant or anyone living at the participant's residence for verification of residence

every two (2) months and within fifteen (15) calendar days of a residence change.
b) One (1) face-to-face contact with the participant at their residence or other field location per month.
c) One (1) verification of the participant's employment or school attendance every two (2) months.
d) One (1) collateral contact with non-criminal justice resource agency or individual every two (2) months.
e) One (1) collateral contact with the participant's probation officer per month.
f) One (1) court indebtedness check per month.
<b>Level III –The participant has entered Phase III or the Aftercare Phase of treatment.</b>
a) One fact-to-face contact with the participant or anyone living at the participant's residence for verification of the residence on a quarterly basis or within fifteen (15) calendar days of a residence change.
b) One face-to-face contact with the participant at their residence or other field location on a quarterly basis.
c) One verification of the participant's employment or school attendance on a quarterly basis.
d) One collateral contact with a non-criminal justice resource agency or individual on a quarterly basis.
e) One collateral contact with the participant's probation officer per month.
f) One court indebtedness check per month.

The Drug Court Judge holds bi-weekly status summary conferences with the team members to discuss the client's progress and any necessary sanctions or incentives, to assure the participant's compliance. The Judge provides to each program client incentives and sanctions as needed in open court status hearings as follows: Incentives may include: encouragement and praise from the bench; reduced supervision; decreased court appearances; reduced fines or fees; dismissal of criminal charge or reduction in the term of probation; reduced or suspended incarceration and finally graduation. Sanctions may include: warnings and admonishment from the judge; increase of courtroom appearances; increase urinalysis monitoring; demotion to program phases; increase attendance in out-patient treatment and 12-step programs or other community support group; overnight/weekend confinement; imposition of community service; referral to residential treatment program; increased length of time in Drug Court; and expulsion from the program. Completion of the Standards in each of the program's 3 Phases and Aftercare will result in graduation from Drug Court. If Sanctions are unsuccessful in promoting program compliance and a participant fails to meet the Standards in and Phase, the Drug Court Judge may expel them from the program. No client deemed medically necessary for the use of Medication Assisted Treatment (MAT) will be negatively impacted by the Drug Court program as a result of their participation in MAT.

In addition to the treatment, drug testing and supervision requirements, program participants may also be required to pay restitution and program fees. If the offense for which the individual was arrested includes a victim, the State Attorney may request restitution costs be ordered by the court. In these cases, the payment of the restitution is included in the individual treatment plan and it is monitored by the Case Manager and the entire Drug Court Team. Program participants are also required to pay a program fee of \$900 which is intended to help defer the costs incurred by the court and program operations; the fee may be reduced based on a defendant's ability to pay. Participants are required to make one payment each month they are in the program until their account is settled. The fees are deposited into the County's Drug Abuse Trust Fund and are used to help fund the program. Program participants are also charged \$3 for each treatment service provided by Aspire Health Partners. All program participants also complete a Financial Assessment which is used to determine their ability to pay the required program costs and fees. In cases where these costs may interfere with an individual's rehabilitation and possible graduation from the program, a sliding scale based on their ability to pay, as well as a deferred payment plan, may be authorized by the court.

The Orange County Adult Drug Court incorporates each of the "10 Key Elements" into the program by providing a multi-system approach designed to combine the sanctioning power of the court with effective treatment services to break the cycle of criminal behavior, substance abuse, and incarceration. Specifically, the program facilitates:

- |  |
|--|
| <p>1) <i>Drug Courts integrate alcohol and drug treatment services with justice system case processing.</i></p> <ul style="list-style-type: none"><li>▪ The OCADC Team includes the Drug Court Judge and representatives from Court Administration, the State Attorney's Office, the Public Defender's Office and the treatment/case management provider, (Aspire Health Partners). By working together with the treatment provider, these respective parties put aside their individual interests in order to achieve the common goal of breaking the cycle of substance abuse and crime.</li></ul> |
| <p>2) <i>Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.</i></p> <ul style="list-style-type: none"><li>▪ The Orange County State Attorney and Public Defender work closely with the Drug Court Judge and the treatment provider in order to ensure that program participants are afforded the opportunity to sincerely address their issues</li></ul>   |

of addiction and abuse. The State Attorney recognizes that it number one priority of protecting public safety can be achieved by diverting individuals from jail and providing them with appropriate treatment to address their substance use disorder. The "Checks and Balances" that exist with the judicial system help to ensure a perception of procedural fairness throughout all drug court operations. The Drug Court, Judge, State Attorney, defense attorneys and probation officers are joined by the treatment provider in this effort. In the course of weekly judicial staffing and bi-weekly clinical staffings, the members of the Drug Court Team, including the client, nurture an open and transparent process that promotes fairness and consistency.

**3) *Eligible participants are identified early and promptly placed in the drug court program.***

- The Orange County Drug Court Coordinator receives referral of potential program participants from the State Attorney, Public Defender, private defense attorneys, the Orange County Jail, Families and self-referrals. From this pool of potential Drug Court Clients, the Drug Court team will further identify and qualify candidates for referral to the "Co-occurring Track". After receiving a referral, the Coordinator conducts a screening that includes a review of the individual's residence of record, the offending charge and their criminal history. Prospective participants must meet the Statutory requirement for participation in Drug Court: Florida Statute, Section 893.13 - criminal felony drug offense - includes possession, or purchase of a controlled substance. Individuals are excluded from participating if they have "prior or current" violent offenses as defined by Federal Statute, Section 2203 of the Crime Act, and Florida Statute, Section 893.135 criminal felony offenses relating to drug trafficking and importation including sale, possession with intent to sell, the use of a minor in a delivery or sale, and sales or delivery in or near a school zone. If the individual meets the requirements, the Drug Court Coordinator refers the case to the State Attorney (Diversion) or to the Drug Court Judge (Violation of Parole or Post-plea) for review and acceptance. If the review entity accepts the case, the individual is referred to the Drug Court Treatment Provider who conducts a substance abuse assessment and determines appropriateness for treatment. If deemed appropriate by the treatment provider, an arraignment date is set at which the individual signs a Drug Court Contract and is admitted into the program.

**4) *Drug courts provide access to a continuum of alcohol, drug, and related treatment and rehabilitation services.***

- In addition to outpatient treatment, the Orange County Adult Drug Court Program's primary treatment provider, Aspire Health Partners, can also provide priority referrals to a full continuum of substance use disorder treatment services including detoxification and residential treatment services, as well as mental health disorder services including Crisis Stabilization.

**5) *Abstinence is monitored by frequent alcohol and other drug testing.***

- The Orange County Drug Court Program, through its primary treatment provider, Aspire Health Partners, conducts comprehensive drug and alcohol testing throughout an individual's participation in the program. This includes both a regular schedule of tests as well as when program participants display behavior and/or physical symptoms that could indicate substance use. Drug Testing will occur on a random basis throughout an individual's participation in the Program as part of an overall process for holding participants accountable. All testing is facilitated by the assigned Drug Testing Specialist using a 10-panel screen/ test kit which is supplied by the agency and are approved by the FDA and the County. At a minimum, each participant is tested for cocaine, marijuana, opiates, amphetamines, benzodiazepines and alcohol. Other testing may be required based on the participant's drug of choice. The testing is conducted as follows:
  - Upon admission to the treatment program, each participant is assigned a "Color Code".
  - Utilizing a color-coded system, Drug Testing Specialists conduct random weekly testing on all participants.
  - Participant call in to a recorded phone message which tells them when to report for testing.
  - Participants in Level I and Level II supervision are tested a minimum of two (2) times per week.
  - Participants in Level III supervision are tested a minimum of one (1) time per week.
  - All samples collected are observed by a staff member of the same sex as the participant. Samples will be collected utilizing approved chain of custody procedures in order to maintain the integrity of the process.
  - If a participant contests the result of the urinalysis testing, The Center will confirm the initial results by submitting the test to a confirmation analyses conducted by a licensed clinical reference laboratory utilizing Gas Chromatography/Mass Spectrometry methodology. The Center currently contracts with American Medical Laboratories (AMI) to conduct these tests.

**6) *A coordinated strategy governs drug court responses to participants' compliance.***

- Through bi-weekly clinical staffings, participation from all members of the Drug Court Team in all judicial staffings and judicial hearings and clinical consultation with all members of the Drug Court Team, the Orange County Adult Drug Court ensures a coordinated response to each program participant.



7)	<i>Ongoing judicial interaction with each drug court participant is essential.</i>
	<ul style="list-style-type: none"> <li>Regularly scheduled bi-weekly judicial staffings and judicial hearings for each program participant. Additionally, any client may be seen by the Drug Court Judge within 48 hours if recommended by the treatment/case management provider.</li> </ul>
8)	<i>Monitoring and evaluation measures the achievement of program goals and gauges effectiveness.</i>
	<ul style="list-style-type: none"> <li>In addition to participation in bi-weekly staffings, judicial staffings and judicial hearings, the treatment provider submits weekly reports detailing each participant's progress in the program.</li> </ul>
9)	<i>Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.</i>
	<ul style="list-style-type: none"> <li>Aspire Health Partners provides clinical consultation and training for all members of the Drug Court Team, as well as state and national consultation.</li> </ul>
10)	<i>Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.</i>
	<ul style="list-style-type: none"> <li>The Orange County Adult Drug Court Program is able to enhance the effectiveness of the program's services by working directly with the various members of the Orange County Drug Court Team.</li> </ul>

**C-3:** All OCADC clients will be screened for trauma by the program treatment provider using an appropriate evidence based screening tool (either the UCLA PTSD tool or the ACE – Adverse Childhood Experiences). For those clients with trauma issues, **Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)** will be utilized. TF-CBT is a psychosocial treatment model designed to treat posttraumatic stress and related emotional and behavioral problems. Initially developed to address the psychological trauma associated with sexual abuse, the model has been adapted for use with individuals who have a wide array of traumatic experiences, including domestic violence, traumatic loss, and the often multiple psychological traumas experienced throughout life, including coming to the US from other areas and finding a challenging acculturation process which is critical for the Orange County population. The OCADC has chosen to use these evidence-based interventions because they have been proven effective in working with the target population both in national studies and in other outpatient programs operated by program treatment providers.

**C-4: Timeline**

<b>OCADC PROJECT THREE YEAR TIMELINE</b>			
<b>First 90 days</b>	<b>90 – 180 days</b>	<b>180 – 270 days</b>	<b>271 – 824 days</b>

<ul style="list-style-type: none"> <li>• Announce grant award to public, stakeholders, and partners.</li> <li>• Develop MOA's with partners and contractual service providers.</li> <li>• Initiate awareness and outreach component</li> <li>• Begin search for new program staff</li> <li>• Initiate Evaluation Plan</li> <li>• Begin hiring &amp; transition of project staff into project</li> <li>• Train new staff on protocols, documentation, evaluation service design and GPRA</li> <li>• Initiate pre-service training on the program model, program services, and cultural competency for program staff, and collaborative partners.</li> <li>• Attend CSAT Training</li> <li>• Assess and identify clients</li> <li>• Administer GPRA tool</li> </ul>	<ul style="list-style-type: none"> <li>• Continue public awareness and outreach efforts.</li> <li>• Prepare required grant reports</li> <li>• Complete activities, MOA's etc. associated with partner roles and contributions.</li> <li>• Ensure linkages for ancillary services.</li> <li>• Administer GPRA tool</li> <li>• Provide comprehensive continuum of services to target population</li> <li>• Implement random reliability checks to insure accurate implementation</li> </ul>	<ul style="list-style-type: none"> <li>• Review progress to date</li> <li>• Make modifications if necessary in service design.</li> <li>• Continue public awareness and outreach efforts.</li> <li>• Expand partners, providers network</li> <li>• Gather baseline data</li> <li>• Administer GPRA tool</li> <li>• Prepare required grant reports</li> <li>• Provide comprehensive continuum of services to target population</li> <li>• Ensure linkages for ancillary services.</li> <li>• Submit application for continuation funding</li> <li>• Begin implementation of outcome evaluation.</li> <li>• Continue random reliability checks to insure accurate implementation.</li> <li>• Submit mid-year report</li> </ul>	<ul style="list-style-type: none"> <li>• Review progress to date</li> <li>• Make modifications if necessary in service design.</li> <li>• Continue public awareness and outreach efforts.</li> <li>• Expand partners, providers network</li> <li>• Continue and enhance program services</li> <li>• Administer GPRA</li> <li>• Analyze data and outcomes</li> <li>• Seek additional resources</li> <li>• Provide Continuing Care Services</li> <li>• Ensure linkages to ancillary services.</li> <li>• Provide In-Service trainings on the program model and program services.</li> <li>• Prepare required grant reports.</li> </ul>
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**C-5:** The screening and assessment protocols utilized by the OCADC program for persons with co-occurring disorders are based on SAMHSA's "Screening and Assessment of Co-Occurring Disorders in the Justice System" guidance. Each person referred to the OCADC program is screened for mental and substance use disorders and trauma at the earliest point possible (sometimes while the defendant is still in jail). Screening for co-occurring disorders continues while the defendant is engaged in the OCADC program. Both the OCADC program office and treatment provider communicate with one another about the results of mental and substance abuse disorder screenings. If a person was in the Orange County jail; jail screening results are obtained and shared as well. Effective treatment of drug addiction requires comprehensive attention to all of an individual's medical and psychological co-morbidities. Particularly among

individuals with co-occurring disorders, pharmacological therapy alone rarely achieves long term success.

**C-6:** All jail booking lists are reviewed on a daily basis to make referrals in to the drug court program based on the underlying charge for which a person was arrested. At no time during that determination is any demographic information used to determine suitability. The defense attorney for each person identified to be a suitable referral is contacted by the program to see if the referral will be made. Every person referred is screened by the program to gather information related to severity of substance abuse disorder.

**C-7:** It is necessary for many organizations to partner together to make the OCADC program a success including the State Attorney, Public Defender, Aspire Health Partners, Orange County Court Administration and evaluation services. The Assistant State Attorneys represent the State in every drug court hearing with the ultimate goal of ensuring public safety. They also file all necessary motions and engages in all settlement conferences. The State Attorney's office reviews all cases for suitability and track determination. The Public Defenders represent Drug Court participants in every drug court hearing, assess any social needs that participants may have, files all necessary motions and engage in all settlement conferences.

The current provider of outpatient treatment services to the OCADC is Aspire Health Partners. The treatment provider is responsible to meeting with each participant and developing individualized treatment plans to address each person's unique treatment needs. Court administration through the Program office and Judge provide necessary coordination and oversight to the program. Finally, the evaluator ensures that the program is effectively meeting program goals and objectives and also makes recommendations for program improvement.

**C-8:** Through the implementation of this grant proposal we will serve seventy-five (75) unduplicated individuals per year for a total of 225 unduplicated individuals over the three year term of this grant. These individuals will utilize services from the Peer Support Engagement Specialists, In-Home Family Support Specialist and/or Healthcare Navigator while participating in the OCADC program. It is anticipated that in each year 75 individuals will utilize the peer support engagement specialist and that 25 of these individuals will utilize in-home family support services and healthcare navigator services in proportion with the current demographic spread of individuals served by the OCADC program.

**C-9:** The cost of this project has been determined by reducing the total request (\$776,775) by 20% (-\$195,000) and dividing by the number (\$581,775) of unduplicated participants over the 3 year grant term (225). To that end, it is estimated that the cost per participant based on 225 unduplicated clients per year is \$2,586.00. The personnel costs associated with the project are determined to be reasonable as they align with market costs provided through the RFP process.

**C-10:** Our treatment provider currently serves clients who are Hepatitis B/C positive. All clients are screened for HIV/AIDS as well as Hepatitis B/C. The provider has an on-site lab and conducts blood draws internally, however, samples are sent to a lab for Hepatitis B/C. Clients are then referred to the Orange County Department of Health who provides pre and post-test counseling. Each client who is evaluated by a treatment provider will be referred to area clinics for additional testing if necessary and treatment related to viral hepatitis.

**C-11:** The OCADC program and its treatment partners demonstrate sensitivity to and understanding of cultural differences in program design, implementation and evaluation. Throughout its over four decades of operations, the current treatment provider, Aspire Health

Partners has developed extensive experience in providing culturally/linguistically competent services to a wide array of clients (children, adolescents, adults - men and women, older adults) from a wide array of racial, ethnic and social backgrounds. Aspire recognizes through its many years of successfully serving a diverse population that in order to insure that services provided are done so in a culturally and linguistically sensitive manner, members of the target population must be recruited to assist with program implementation.

Focus groups have been, and will continue to be, utilized on a regular basis throughout the project to insure that the services delivered encompass the core cultural concepts and linguistic needs that are such an integral part of the target population's lifestyle. Aspire has built a strong reputation of providing age appropriate, gender-specific, culturally/linguistically competent services to the residents of Central Florida. Serving a very diverse ethnic and gender population, Aspire always makes every attempt to insure that its staff is reflective of the participants it serves. In recognition that the greater Orlando community continues to experience tremendous growth with a very diverse cultural and ethnic population, Aspire strongly acknowledges the need to reflect the diversity of the community at large. Aspire has been extremely successful in the past in meeting the cultural, age and gender-specific needs of this community by being responsive to the diversity of ethnic and social minorities which enable them to bridge the barriers presented by age, gender, language, literacy, economics, religious customs, sexual orientation, atypical family structure, regional and cultural norms, etc. As a leader in the industry, Aspire will continue to place a heavy emphasis on continuous cultural and gender competency training for all staff.

Aspire makes every effort to ensure that the staff of its programs are reflective of, and appropriate for, the populations they serve. While this is typically thought of in terms of age,

ethnicity, cultural background, language and gender, of equal importance is competence in dealing with issues of sexual orientation, disability, literacy and stage of development. To this end, Aspire not only seeks to employ individuals with education, training and experience in these areas, it also proactively provides staff development training to assist staff to develop these skills and competencies. To meet the needs of Spanish speaking participants in the Adult and Juvenile Drug Court Intensive Outpatient Treatment Program, Aspire employs bi-lingual and bi-cultural counselors to facilitate Spanish speaking groups and individual sessions. Spanish Speaking Only groups are included in the regular weekly schedule of services. These services have been provided by Aspire for the past ten years and are the only such services within the Orange County Drug Court treatment continuum.

#### **D. Staff and Organizational Experience**

**D-1:** Orange County Court Administration is responsible for providing administrative support to all Judges of the Ninth Judicial Circuit, managing court programs, and acting as a liaison between the Court and the community it serves. The Ninth Judicial Circuit and Orange County Court Administration has operated an Adult Treatment Drug Court since 1997. During that time the program has maintained and success rates as high as 88%. In addition to the Adult Drug Court, the Circuit also operates a Juvenile Delinquency and a Family (Dependency) Drug Court. For all of the drug court programs, Aspire Health Partners has been the primary treatment provider.

**D-2:** Aspire Health Partners is a comprehensive, not-for-profit, community-based, behavioral health corporation, which has been in operation since 1971. It is the primary provider of community-based substance use and mental health disorder services in Central Florida and is licensed by the Florida Department of Children and Families and nationally accredited through

the Commission on Accreditation of Rehabilitative Facilities (CARF). Program components include substance abuse and mental health education, prevention, intervention, outpatient and residential treatment, methadone maintenance treatment, detoxification, crisis stabilization, HIV overlay, outreach, education, testing, supportive services, and juvenile justice services. Aspire Health Partners provided clinical (substance abuse and mental health) prevention, intervention and treatment services to approximately 40,000 individuals last year.

Since 1997, Aspire Health Partners (through one of its founding organizations, The Center for Drug-Free Living), has been an integral partner in the development and implementation of the drug treatment courts in Orange County. When Orange County developed its first drug court for juveniles, Aspire was chosen to provide substance abuse treatment for program participants. This successful partnership between Aspire, the Ninth Judicial Circuit and Orange County has grown to include an Adult Drug Court (2000), a Juvenile Re-Entry Drug Court (2001) and a Dependency Drug Court (2000).

Aspire Health Partners has a wealth of knowledge and experience in the conducting of drug tests for individuals served by its various programs, including the current Orange County Drug Court program. Through contracts with the Florida Department of Juvenile Justice, the Florida Department of Children and Families, Orange County Government and the United States Probation Office, Aspire has conducted thousands of drug tests for clients served in the agency's various programs. In order to properly conduct these tests, Aspire has developed the necessary policies and procedures needed to ensure appropriate "Chain of Custody" measures are followed.

**D-3:**

<b>Position</b>	<b>% of FTE's</b>
Program Director – Auria Oliver	7.5%
Peer-Support Specialists	200%
Family Support Specialist	100%

Health Care Navigator	100%
Data-Follow Up	50%

**D-4:** The Orange County Adult Drug Court Manager is Auria Oliver, B.S. Ms. Oliver will serve as the Project Director for this grant. Ms. Oliver works directly with the Drug Court Judge and Aspire’s – Drug Court Program Director, as well as all other members of the Drug Court Team. She is responsible for coordinating all activities and operations related to the drug court. Ms. Oliver has served in this role with Orange County Court Administration for over a year and has five years of previous experience working within the Orange County Adult Drug Court Program for a total of 14 years in the Orange County Court System.

Judge Reginald Whitehead, J.D., is the Problem Solving Court Judge who presides over the Adult Drug Court docket. Judge Whitehead has been a Circuit Court Judge in Florida’s Ninth Judicial Circuit, (which includes Orange County), since 1995. He served as the Administrative Circuit Judge for Drug Courts from 2003 – 2006 and again since 2009. Prior to becoming a Judge, he was a prosecutor in the Orange-Osceola State Attorney’s Office.

The OCADC has a dedicated team of legal, criminal justice and court system professionals who collaborate with the Judge, the Drug Court Program Office and the treatment provider to operate a successful program. Robert Eagan and Michelle Saporito are Assistant State Attorneys in the 9<sup>th</sup> Judicial Circuit State Attorney’s Office. Mr. Eagan has been an Assistant State Attorney for over eight years after serving as a State Attorney for the 9<sup>th</sup> Judicial Circuit for 20 years. Ms. Saporito has been an Assistant State Attorney since 2012. Mr. Eagan and Ms. Saporito represent the State Attorney in the Orange County for all Problem Solving Court Programs in the Ninth Judicial Circuit including Orange County Adult Drug Court. The Assistant State Attorneys represent the State in every drug court hearing with the ultimate goal of ensuring public safety. They also file all necessary motions and engages in all settlement



conferences. Manual Soto-Diaz is an Assistant Public Defender in the Ninth Judicial Circuit Public Defender's Office. Mr. Soto-Diaz, a graduate of Florida A&M Law School, worked as a criminal defense investigator for the Ninth Judicial Circuit Public Defenders office from 2007-2013 before he accepted a position as an attorney for the Public Defender's Office. Mr. Soto-Diaz has served as an Assistant Public Defender with the Orange County Drug Court Program for over two years and has recently begun representing the Public Defender's office for all Problem Solving Court Programs along with Olga Khoudmi, Problem Solving Courts Division Chief. Ms. Khoudmi has been with the Ninth Circuit Public Defender's office for over eighteen years. In their roles representing Drug Court participants, Mr. Soto-Diaz and Ms. Khoudmi provide continued representation in every drug court hearing, assess any social needs that participants may have, files all necessary motions and engage in all settlement conferences.

The current provider of outpatient treatment services to the OCADC is Aspire Health Partners. The treatment program operates under the guidance and leadership of Program Director/Clinical Manager, Ken Allison, B.S.W., M.A., C.C.C.J.S., M.A.C. Mr. Allison oversees both the Adult and Juvenile Drug Court Outpatient Programs. Mr. Allison has been with Aspire since 1982. During his tenure with the agency he has held several leadership positions including Director of Adult Residential, Director of Men's Outpatient and Aftercare, Director of Detox, Director of Transitional Housing and Director of the Alpha Two Program. In addition to his programmatic leadership, Mr. Allison has also provided clinical leadership as the Clinical Director of Adult Residential and Clinical Supervisor of Alpha One. Mr. Allison has a Bachelor's Degree in Social Work, and a Master's Degree in Counselor Education. He is a nationally Certified Clinical Criminal Justice Specialist and a Master Addictions Counselor. Mr. Allison has supervised Aspire's Drug Court Outpatient Treatment Programs since 1997. His

over sixteen years of experience supervising substance abuse treatment in drug court programs began with the opening of the Orange County Juvenile Drug Court in 1997. As Program Director, his responsibilities have expanded to include Outpatient Treatment/Case Management services for the Adult Drug Court, Juvenile Re-Entry Court and Dependency Drug Court. In his role as Program Director, Mr. Allison attends all judicial staffing and Drug Court hearings, both Adult and Juvenile.

Current program evaluations are conducted by Kenneth Reynolds, Ph.D. A professor of Criminal Justice at the University of Central Florida, Dr. Reynolds has developed an extensive background in criminal justice policy issues, crime analysis, and information systems. As a researcher, he has evaluated more than fifty funded grants and contracts. In partnership with other criminal justice practitioners, he created the Florida Data Sharing Consortium. He is a member of the Board of Directors of Families Against Drugs, the Orange County Sheriff's Office Crime Analysis Steering Committee & the Law Enforcement Committee of the Orange County Coalition.

**D-5:** Focus groups have been, and will continue to be, utilized on a regular basis throughout the project to insure that the services delivered encompass the core cultural concepts and linguistic needs that are such an integral part of the target population's lifestyle.

#### **E. Data Collection and Performance Measurement**

**E-1:** The OCADC program is able to collect and report on the required performance measures outlined in this grant solicitation. The court case managers, treatment provider, project director and evaluator, will be responsible for the Data Collection, Evaluation and Analysis and Reporting associated with this project. The OCADC program currently utilizes a statewide web-based case management system to track pending, active and discharged clients. The web-based

case management is accessible by the treatment and court case managers so that everyone has access to real time data about a client’s progress in treatment and the program as a whole.

**E-2:** The evaluator, treatment and court case managers will conduct the data collection and participant follow-up and will maintain all client records pertaining to the proposed grant. All individuals admitted into the program will receive a baseline GPRA administered by the treatment case managers. The data will be entered in the court case management system and via CSAT’s web based application within seven business days of the forms being completed as required by CSAT. Furthermore, based on the date the baseline interview is conducted, the data system will generate follow up reports in order to ensure compliance with the post intake GPRA requirement. Also, a follow up program will be implemented to track the client during the treatment modality and post treatment.

**E-3:** The evaluation process provides OCADC an opportunity to assess its strengths, milestones and opportunities in reducing recidivism, substance use and co-occurring disorders among the targeted population in Orange County. Designed to provide an ongoing review, the project evaluation assesses the implementation, fidelity and effectiveness of the enhanced program services for the targeted population, is comprised of two components: a process evaluation and an outcome evaluation. The process evaluation will focus on documenting and describing the operation of the project through all stages of service delivery over the project's two-year period. As part of the impact evaluation the specific information and data regarding the program’s progress will be collected and analyzed in the following areas:

Target Population	Urinalysis Testing	Judicial Supervision	Impact on Substance Use Behavior
Screening & Assessment	Recidivism	Ancillary Services	Impact on Criminal Behavior
Case Processing	Sanctions & Incentives	Treatment Resources	Impact on Life Circumstances
Program Length			Retention, Expulsion & Graduation

In addition to routine admission documentation, the following information will be gathered for the clients in this funded program:

Data Tools
<ul style="list-style-type: none"><li>• A <b>brief survey</b> will request information about prior attempts to access treatment.</li><li>• The <b>MINI International Neuropsychiatric Interview (MINI)</b> is an abbreviated psychiatric structured interview that will be administered as part of intake to OCBHC.</li><li>• The <b>Addiction Severity Index (ASI)</b> will be administered at intake and 30 day intervals.</li><li>• The <b>Readiness Ruler (CSAT, TIP 35)</b> will measure readiness to change at intake and 30-day intervals.</li><li>• <b>Urine toxicology results</b>, at intake and as clinically indicated throughout treatment.</li><li>• A <b>Client Satisfaction Measure</b> will be administered at discharge from the project.</li><li>• <b>Length of stay</b> in the project will be tracked, and compared to planned course of care.</li><li>• <b>Adherence to prescribed medication regimen</b> will be tracked.</li><li>• <b>One Family Instrument</b> will allow for the reporting of mental health outcomes for the project participants.</li></ul>

The Project Director, Auria Oliver, will be responsible for ensuring that all team members are collecting and reporting data on program participants to ensure that the proposed evaluation may be conducted effectively.

**E-4:** The OCADC team is committed to utilizing data collected by all team members to make program improvements. The OCADC program office analyzes data on a monthly, quarterly and semi-annual basis to determine if which clients are succeeding in the program and those that are struggling. In addition, the evaluator and program office are in regular contact about process and outcome evaluation findings including follow-up from focus groups to ensure that program elements can be modified in a timely manner to address issues as they arise. Finally, the treatment provider provides data on a weekly basis related to client progress in treatment. All of the data is used to improve the quality of the provision of program services.

**BUDGET JUSTIFICATION**

Orange County Government, Orange County Court Administration and Aspire Health Partners are fiscally responsible agencies that maintain a high degree of fiscal integrity and are audited annually. Each has extensive experience with the fiscal reporting requirements of SAMHSA. The proposed Orange County Adult Drug Court Expansion Program has a **total SAMHSA budget for the life of the project of \$975,000.**

	SAMHSA
Year 1	\$325,000
Year 2	\$325,000
Year 3	\$325,000
<b>Total</b>	<b>\$975,000</b>

In each year of the project, the OCADC Program will utilize the following staffing plan in order to provide the services described in this proposal:

Position	% of FTE's	Cost (\$)¹	Source
Program Director – Auria Oliver	7.5%	\$3,450	Orange County
Peer-Support Specialists	200%	\$52,000	SAMHSA
Family Support Specialist	100%	\$40,000	SAMHSA
Health Care Navigator	100%	\$26,000	SAMHSA
Data-Follow Up	50%	\$11,250	SAMHSA
<b>Total Personnel - Salaries</b>		<b>\$132,700</b>	SAMHSA

¹ Costs are based on Year 1 of the proposed project.

**Project Director (7.5% FTE) (Court Administration):** Responsible for daily oversight of the grant and all program services and will be considered key staff.

**Peer Support Specialists (200% FTE) – (Direct Service Provider):** There are many tasks performed by peer support specialists that may include assisting their peers in articulating their goals for recovery, learning and practicing new skills, helping them monitor their progress, assisting them in their treatment, modeling effective coping techniques and self-help strategies based on the specialist's own recovery experience, and supporting them in advocating for themselves to obtain effective services

**Family Support Specialist (100% FTE) (Direct Service Provider):** Highly qualified, experienced and professional counselors who provide substance use, mental health, trauma and co-occurring services to program participants and their families in the participant's home. Counselors conduct screenings and assessments and provide treatment services (i.e. individual, group, family counseling, etc.).

**Health Care Navigator (100% FTE) (Direct Service Provider):** An individual that's trained and able to help participants look for health coverage options through the Marketplace, including completing eligibility and enrollment forms.

**Data Follow-Up Specialist (.50 FTE) – (Direct Service Provider):** Responsible for following up with clients and assisting evaluator with collecting tracking data for reporting purposes.

**A. Personnel – Total personnel costs of \$3,450 represents 1% of the total annual project budget. 100% of personnel costs are supported by non-federal funds.**

**Project Director (7.5% FTE) (Court Administration in-kind match):** Responsible for daily oversight of the grant and all program services and will be considered key staff.

Position	% of FTE's	Cost (\$)	Source
Program Director – Auria Oliver	7.5%	\$3,450	Orange County

**B. Fringe – Total fringe costs of \$1,035.00 represents less than 1% of the total annual project budget. 100% of fringe costs are supported by non-federal funds.**

Component	Rate	Wage	Cost
FICA	7.65%	\$3,450	\$263.93
Health Insurance	13.91%	\$3,450	\$479.90
Life Insurance	0.14%	\$3,450	\$4.83
Worker's Comp	2.60%	\$3,450	\$89.70
Retirement	4.00%	\$3,450	\$138.00
Accidental Death	0.03%	\$3,450	\$1.04
Long term Disab.	0.50%	\$3,450	\$17.25
Employee Ass. Pgm.	0.04%	\$3,450	\$1.38
State Unemp. Ins.	1.13%	\$3,450	\$38.99
<b>TOTAL</b>	<b>30.00%</b>	<b>\$3,450</b>	<b>\$1,035.00</b>

**C. Travel - Total Travel costs of \$10,465 represents 3% of the project's total annual budget. 100% of the project's travel costs are supported by SAMHSA funds.**

The travel line items include four team members to attend annual mandatory grantee meeting and local travel to attend project activities, treatment services etc. The local travel rate is based on the direct service provider's policies and procedures for privately owned vehicle reimbursement rate.

- Conference Related Travel - **\$8,336**

- Covers the estimated costs for registration, air fare, lodging and per diem associated with 4 staff members attending new grantee required meetings. It includes:
      - Registration: 700/person x 4 people = \$2,800
      - Round trip airfare for 4 staff: 350/person x 4 people = \$1,400
      - Hotel accommodations for 5 nights at \$150 per night for 4 staff: 150/night x 5 nights x 4 staff = \$3,000
      - Per Diem for 4 days at \$56 per day for 4 staff = \$896
      - Ground Transportation for 4 staff at \$60: 60 x 4 = \$240
  - Local Travel - **\$2,129**
    - The cost is based on 23 miles per week at \$.445 per mile for 52 weeks per year x 4 staff (peer support specialists, family support specialist and health care navigator). Specific need for local travel is created by program staff travel to and from treatment sites and client homes to provide services outlined in this grant.

**D. Equipment** – Four laptop computers for the proposed staff for this project. All four staff persons will be mobile and will need access to web-based applications. \$900 x 4 = **\$3,600**

**E. Supplies** – The proposed project includes **\$7,200** for supplies cost which represents 2% of the project’s total annual budget. The supplies line item includes:

- a. Bus Passes for client and peer-support transportation:
  - i. 12, 30 day bus passes for each peer support specialist: 12 x \$50.00 x 2 peer support specialists = \$1,200
  - ii. 75 clients x 20 single ride passes x \$2.00/pass = \$3,000
  - iii. \$20 Incentive x 75 participants x 2 times per year = \$3,000
    - 1. In order to meet the required 80% follow-up rate at discharge and 6 months post-baseline, program participants may receive a \$20 incentive for completing the GPRA

**F. Contractual** – Total Contractual costs of **\$259,886.00** represents **80%** of the project’s total annual budget. **100%** of the project’s contractual costs are supported by **SAMHSA funds**.

The OCADC will contract annually with a direct service provider in the amount of **\$168,025.00 to cover salary and fringe** to meet the requirements of the following staffing plan in order to provide the services described in this proposal:

Position	% of FTE’s	Cost (\$)¹	Source
Peer-Support Specialists	200%	\$52,000	SAMHSA
Family Support Specialist	100%	\$40,000	SAMHSA

Health Care Navigator	100%	26,000	SAMHSA
Data-Follow Up	50%	\$11,250	SAMHSA
<b>Total Personnel - Salaries</b>		<b>\$129,250</b>	SAMHSA

<sup>1</sup> Costs are based on Year 1 of the proposed project.

**Peer Support Specialists (200% FTE)** – (Direct Service Provider): There are many tasks performed by peer support specialists that may include assisting their peers in articulating their goals for recovery, learning and practicing new skills, helping them monitor their progress, assisting them in their treatment, modeling effective coping techniques and self-help strategies based on the specialist's own recovery experience, and supporting them in advocating for themselves to obtain effective services

**Family Support Specialist (100% FTE) (Direct Service Provider):** Highly qualified, experienced and professional counselors who provide substance use, mental health, trauma and co-occurring services to program participants and their families in the participant's home. Counselors conduct screenings and assessments and provide treatment services (i.e. individual, group, family counseling, etc.).

**Health Care Navigator (100% FTE) (Direct Service Provider):** An individual that's trained and able to help participants look for health coverage options through the Marketplace, including completing eligibility and enrollment forms.

**Data Follow-Up Specialist (.50 FTE)** – (Direct Service Provider): Responsible for following up with clients and assisting evaluator with collecting tracking data for reporting purposes.

**Fringe Benefits:**

Component	Rate	Wage	Cost
FICA	7.65%	\$129,250	\$9,887.63
Health Insurance	13.91%	\$129,250	\$17,978.68
Life Insurance	0.14%	\$129,250	\$180.95
Worker's Comp	2.60%	\$129,250	\$3,360.50
Retirement	4.00%	\$129,250	\$5,170.00
Accidental Death	0.03%	\$129,250	\$38.78
Long term Disab.	0.50%	\$129,250	\$646.25
Employee Ass. Pgm.	0.04%	\$129,250	\$51.70
State Unemp. Ins.	1.13%	\$129,250	\$1,460.53
<b>TOTAL</b>	<b>30.00%</b>	<b>\$129,250</b>	<b>\$38,775.00</b>

<b>Total Fringe</b> 30% (includes FICA, Health, Life, Workers' Comp., Retirement, etc.)	<b>\$38,775.00</b>	SAMHSA
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In addition to staff support, the OCADC will contract with a direct service provider to provide the following enhanced treatment services:

Detoxification Services: \$300/day

Residential Treatment Services: \$182/day

Total detoxification and residential treatment services: **\$86,861.00**

**Evaluation** – The proposed project includes **\$5,000** for evaluation which represents 1.5% of the project's total annual budget. OCADC will contract with Mr. Kenneth Reynolds to perform Program Evaluation Services. The cost is based on a calculation of \$1,250 per quarter for 4 quarters.

**G. Construction – no construction expenditures proposed.**

**H. Other – no other expenditures proposed**

**I. Indirect Charges** – The proposed annual budget includes a total of **\$43,849.00** in Indirect Charges for which represents 13% of the project's total annual budget.

- Orange County's approved Indirect Rate is 1.76% = \$5,720.00
- Aspire Health Partners' federally negotiated Indirect Rate of 29.5% on all Salaries and Wages = \$38,129.00



**Grant Number:** 1H79TI026728-01  
**FAIN:** TI026728  
**Program Director:** Auria Oliver

**Project Title:** Orange County Adult Drug Court Proposal for Enhanced Supervision

<b>Grantee Address</b>	<b>Business Address</b>
ORANGE COUNTY BOARD OF CTY COMMISSIONERS Orange County Administrator 201 South Rosalind Avenue Orlando, FL 328013527	Orange County Government Orange County Administrator 201 South Rosalind Avenue Orlando, FL 32801

**Budget Period:** 09/30/2016 – 09/29/2017  
**Project Period:** 09/30/2016 – 09/29/2019

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$325,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to ORANGE COUNTY BOARD OF CTY COMMISSIONERS in support of the above referenced project. This award is pursuant to the authority of Section 509 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

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**SECTION I – AWARD DATA – 1H79TI026728-01****Award Calculation (U.S. Dollars)**

Other	\$325,000
Direct Cost	\$325,000
<b>Approved Budget</b>	<b>\$325,000</b>
Federal Share	\$325,000
Cumulative Prior Awards for this Budget Period	\$0
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$325,000</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$325,000
2	\$325,000
3	\$325,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
EIN: 1596000773A1  
Document Number: 16TI26728A  
Fiscal Year: 2016

IC	CAN	Amount
TI	C96N290	\$325,000

IC	CAN	2016	2017	2018
TI	C96N290	\$325,000	\$325,000	\$325,000

**TI Administrative Data:**

PCC: DCT-AD / OC: 4145

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI026728-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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**SECTION III – TERMS AND CONDITIONS – 1H79TI026728-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the

above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

**Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – TI Special Terms and Conditions – 1H79TI026728-01**

**REMARKS:**

- 1) As a reminder all SAMHSA official notifications will be electronically mailed to your organization's Business Official address as identified in the HHS Checklist, Part C.
- 2) This award conditionally approves the budget amount of \$325,000. All of the funds have been awarded in the 'other' category.

**SPECIAL TERMS OF AWARD:**

**MAT:**

By October 31, 2016 you must:

Submit a statement of assurance that for the treatment drug court(s) for which funds are sought will not: 1) will not deny access to the program to any eligible client for the treatment drug court because of his/her use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations, naltrexone products including extended-release and oral formulations, disulfiram, and acamprosate calcium). Specifically, methadone treatment must be permitted when rendered in accordance with current federal and state methadone dispensing regulations from an opioid treatment program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder; and 2) mandate that a drug court client will not be compelled to no longer use MAT as part of the conditions of the drug court if such a mandate is inconsistent with a licensed prescriber's recommendation or valid prescription.

**Disparity Impact Statement (DIS):**

By November 30, 2016 you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application

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regarding access, \*service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impact-statement>.

\*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be served by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
  1. Diverse cultural health beliefs and practices;
  2. Preferred languages; and
  3. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

#### **DOMA:**

On June 26, 2013, in *United States v. Windsor*, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in the Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing Wellness Courts (Short Title: SAMHSA Treatment Drug Courts). This means that, as a recipient of SAMHSA Treatment Drug Courts funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

#### **Financial Capability Review:**

SAMHSA's Office of Financial Advisory Services (OFAS) is currently conducting a review of your organization's financial management system to determine if it is capable of adequately administering federal awards in accordance with 45 CFR 75.205. If the review discloses material weaknesses and/or other financial management concerns, additional specific award conditions may be imposed on your organization as deemed appropriate in accordance with 45 CFR 75.207. The conditions will include your organization's Payment Management Services (PMS) account being restricted, which results in all future PMS drawdowns, whether through advances or reimbursements, being required to be approved in advance by OFAS and the applicable Grants Management Specialist and Government Program Official. The pre-approvals will be based on the submission of monthly Requests for Advance/ Reimbursement (SF270) along with accounting reports and source documentation that adequately supports the costs being claimed.

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**SPECIAL CONDITION OF AWARD:****Revised Budget:**

By October 31, 2016, you must provide a detailed budget and justification for the awarded amount of \$325,000 and you must provide a revised SF424A reflecting the categorical amounts in the revised budget.

**STANDARD TERMS OF AWARD:**

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>

**(NEW)**

Key staff (or key staff positions, if staff has not been selected) are listed below:

Auria Oliver, Project Director @ 7.5% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

**REPORTING REQUIREMENTS:**

Submission of a Programmatic Semi-Annual Report is due no later than the dates as follows:

1st Report - April 30, 2017

2nd Report - October 31, 2017

**Please submit your Programmatic Semi-Annual Report to**

**[DGMProgressReports@samhsa.hhs.gov](mailto:DGMProgressReports@samhsa.hhs.gov) and copy your Program Official. (HARD COPIES SUBMISSION IS NOT REQUIRED)**

**Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.**

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

**It is essential that the Grant Number be included in the SUBJECT line of the email.**

**CONTACTS:**

Jon Berg, Program Official

**Phone:** (240) 276-1609 **Email:** Jon.Berg@samhsa.hhs.gov

Helen Zhou, Grants Specialist


**Phone:** (240) 276-2482 **Email:** helen.zhou@samhsa.hhs.gov **Fax:** (240) 276-2410

**ATTACHMENT B**  
**Data Entry Protocol**

# FLORIDA DRUG COURT CASE MANAGEMENT SYSTEM (DCCM)

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## DATA ENTRY PROTOCOL



The image shows a login interface for the Florida ACCM Drug Court Case Management System. The background features a light blue color scheme with faint images of palm trees and the Florida state seal. The logo for ACCM (Florida Drug Court Case Management) is prominently displayed in the center. Below the logo, there are two input fields: one labeled 'USERNAME' and another labeled 'PASSWORD'. To the right of the password field is a green 'SUBMIT' button. The overall design is clean and professional, typical of a government or legal system interface.

Adult Drug Court Program office  
425 N. Orange Avenue  
Suite 325  
Orlando, FL 32801  
407-836-0419



### **Purpose**

The Florida Drug Court Case Management Information System (DCCM) is a tool designed to facilitate the daily operations of specialty courts on a state wide basis.

DCCM is designed to manage all client information from initial intake to program completion. It is designed to store client level data as well as to produce summary information needed by the judge and other court and treatment staff to facilitate decision making regarding client progress within the program. DCCM is a web-based, menu-driven application accessible through Internet Explorer 7.0 or above, and is organized around a system of screens and sub screens located on menu bars throughout the application. Users are not required to have working knowledge in database design or information management to use the system.

### **Confidentiality Regulations**

All court client records, including treatment records, are protected by State and Federal confidentiality statutes and regulations. DCCM has been designed to comply with all of these requirements, including Title 42 of the Code of Federal Regulations and the protections offered by the Health Insurance Portability and Accountability Act (HIPAA). All courts using DCCM must sign a Drug Court Case Management Information System agreement which includes a provision pertaining to disclosure of client information based on CFR 42, Part 2. This agreement also provides that the court must abide by the requirements of HIPAA as it relates to the protection and privacy of client identifying information. Certain client identifiers, such as name, social security number, and case number are stored in DCCM. This information is afforded the same confidentiality protection as the client's substance abuse or other medical treatment records. 42 CFR Part 2 sets forth strict rules for ensuring confidentiality of treatment records. These rules apply not only to people employed at treatment facilities but also to law enforcement and court officials, as well as any other interested third-party. Violation of 42 CFR Part 2 by anyone is a federal crime.

### **Reporting Requirements**

All data entries shall be input in DCCM within a 24-hour period.

In preparation for court, all data shall be entered into DCCM for each scheduled client, no later than Wednesday at 1:30 p.m., each week.

**Web link:**

<https://dcmfl.actinnovations.com/dashboard/default.aspx>

**Username and Passwords will be assigned by the Adult Drug Court Programs manager**

**Dashboard Selections**

Orange County Non-Expansion Adult Drug Court

Orange County Expansion Adult Drug Court

**System Navigation**

DCCM uses a variety of navigation devices, icons, and data selection tools that are easy to decipher and use.

**ICONS:** The following icons are frequently used:



View details / Results



Edit



Add New



Delete

Upon logging into the DCCM system you will be brought to the Dashboard. Please check that you are in the appropriate dashboard (court) for the client you are seeking.

Once you have selected a court on the Dashboard, all appropriate participants will be listed alphabetically by last name. When a client's name is selected you will automatically be taken to that client's Ancillary Services page.

## Ancillary Services

1. In order **to add a new Ancillary Service** you need to go to the client menu and select the Ancillary Services tab. This will take you to the Personal Information – Ancillary Service page for this client.
2. Click the Add New icon button.
3. Select the Service Type (below is the list of services available in the system):



If a referred ancillary service is not listed in the drop down, please use “**Other Service**”.

4. Select the appropriate Provider for the corresponding ancillary service.
5. Input the referral date. The referral date is the initial date the individual was referred for the ancillary service. You may either manually input this date using the MM/DD/YYYY format or you may click on the calendar at the end of the space  and select the appropriate date.
6. Input the Date Began date. The Date Began date is considered the actual date the individual began the ancillary service.

*For example: Mr. White was referred to the dentist on 03/04/2019 but did not have an appointment until 04/02/2019. The Date Began will be 04/02/2019.*

7. Input the Date Ended date. The Date Ended date is considered the last day the individual participated in the ancillary service.

8. Select the appropriate Status from the drop down box.

9. Input any Notes that may be insightful for the Adult Drug Court Program office to know.

10. Then select Submit. *You also have the ability to edit and delete these entries as well.*

**ATTACHMENT C**  
**SAMHSA Participant Protection/Human Subjects Guidelines**

## **Appendix III – Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines**

### **Confidentiality and Participant Protection:**

Because of the confidential nature of the work in which many SAMHSA grantees are involved, it is important to have safeguards protecting individuals from risks associated with their participation in SAMHSA projects. All applicants (including those who plan to obtain IRB approval) must address the seven elements below. Be sure to discuss these elements as they pertain to on-line counseling (i.e., telehealth) if they are applicable to your program. If some are not applicable or relevant to the proposed project, simply state that they are not applicable and indicate why. In addition to addressing these seven elements, read the section that follows entitled “Protection of Human Subjects Regulations” to determine if the regulations may apply to your project. If so, you are required to describe the process you will follow for obtaining Institutional Review Board (IRB) approval. While we encourage you to keep your responses brief, there are no page limits for this section and no points will be assigned by the Review Committee. Problems with confidentiality, participant protection, and the protection of human subjects identified during peer review of the application must be resolved prior to funding.

#### **1. Protect Clients and Staff from Potential Risks**

- Identify and describe any foreseeable physical, medical, psychological, social and legal risks or potential adverse effects as a result of the project itself or any data collection activity.
- Describe the procedures you will follow to minimize or protect participants against potential risks, including risks to confidentiality.
- Identify plans to provide guidance and assistance in the event there are adverse effects to participants.
- Where appropriate, describe alternative treatments and procedures that may be beneficial to the participants. If you choose not to use these other beneficial treatments, provide the reasons for not using them.

#### **2. Fair Selection of Participants**

- Describe the population(s) of focus for the proposed project. Include age, gender, and racial/ethnic background and note if the population includes homeless youth, foster children, children of substance abusers, pregnant women or other targeted groups.

- Explain the reasons for including groups of pregnant women, children, people with mental disabilities, people in institutions, prisoners and individuals who are likely to be particularly vulnerable to HIV/AIDS.
- Explain the reasons for including or excluding participants.
- Explain how you will recruit and select participants. Identify who will select participants.

### 3. Absence of Coercion

- Explain if participation in the project is voluntary or required. Identify possible reasons why participation is required, for example, court orders requiring people to participate in a program.
- If you plan to compensate participants, state how participants will be awarded incentives (e.g., money, gifts, etc.). Provide justification that the use of incentives is appropriate, judicious and conservative and that incentives do not provide an “undue inducement” which removes the voluntary nature of participation. Incentives should be the minimum amount necessary to meet the programmatic and performance assessment goals of the grant. Applicants should determine the minimum amount that is proven effective by consulting with existing local programs and reviewing the relevant literature. In no case may the value of an incentive paid for with SAMHSA discretionary grant funds exceed \$30.
- State how volunteer participants will be told that they may receive services intervention even if they do not participate in or complete the data collection component of the project.

### 4. Data Collection

- Identify from whom you will collect data (e.g., from participants themselves, family members, teachers, others). Describe the data collection procedures and specify the sources for obtaining data (e.g., school records, interviews, psychological assessments, questionnaires, observation or other sources). Where data are to be collected through observational techniques, questionnaires, interviews, or other direct means, describe the data collection setting.
- Identify what type of specimens (e.g., urine, blood) will be used, if any. State if the material will be used just for evaluation or if other use(s) will be made. Also, if needed, describe how the material will be monitored to ensure the safety of participants.

- Provide in **Attachment 2**, “Data Collection Instruments/Interview Protocols,” copies of all available data collection instruments and interview protocols that you plan to use (unless you are providing the web link to the instrument(s)/protocol(s)).

#### 5. Privacy and Confidentiality

- Explain how you will ensure privacy and confidentiality. Include who will collect data and how it will be collected.
- Describe:
  - How you will use data collection instruments.
  - Where data will be stored.
  - Who will or will not have access to information.
  - How the identity of participants will be kept private, for example, through the use of a coding system on data records, limiting access to records, or storing identifiers separately from data.

**NOTE:** If applicable, grantees must agree to maintain the confidentiality of alcohol and drug abuse client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II**.

#### 6. Adequate Consent Procedures

- List what information will be given to people who participate in the project. Include the type and purpose of their participation. Identify the data that will be collected, how the data will be used and how you will keep the data private.
- State:
  - Whether or not their participation is voluntary.
  - Their right to leave the project at any time without problems.
  - Possible risks from participation in the project.
  - Plans to protect clients from these risks.
- Explain how you will get consent for youth, the elderly, people with limited reading skills, and people who do not use English as their first language.

**NOTE:** If the project poses potential physical, medical, psychological, legal, social or other risks, you **must** obtain written informed consent.



- Indicate if you will obtain informed consent from participants or assent from minors along with consent from their parents or legal guardians. Describe how the consent will be documented. For example: Will you read the consent forms? Will you ask prospective participants questions to be sure they understand the forms? Will you give them copies of what they sign?
- Include, as appropriate, sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information. The sample forms must be included in **Attachment 3, “Sample Consent Forms”**, of your application. If needed, give English translations.

**NOTE:** Never imply that the participant waives or appears to waive any legal rights, may not end involvement with the project, or releases your project or its agents from liability for negligence.

- Describe if separate consents will be obtained for different stages or parts of the project. For example, will they be needed for both participant protection in treatment intervention and for the collection and use of data?
- Additionally, if other consents (e.g., consents to release information to others or gather information from others) will be used in your project, provide a description of the consents. Will individuals who do not consent to having individually identifiable data collected for evaluation purposes be allowed to participate in the project?

#### 7. Risk/Benefit Discussion

- Discuss why the risks are reasonable compared to expected benefits and importance of the knowledge from the project.

### **Protection of Human Subjects Regulations**

SAMHSA expects that most grantees funded under this announcement will not have to comply with the Protection of Human Subjects Regulations (45 CFR 46), which requires Institutional Review Board (IRB) approval. However, in some instances, the applicant’s proposed performance assessment design may meet the regulation’s criteria for research involving human subjects.

In addition to the elements above, applicants whose projects must comply with the Human Subjects Regulations must fully describe the process for obtaining IRB approval. While IRB approval is not required at the time of grant award, these grantees will be required, as a condition of award, to provide documentation that an Assurance of Compliance is on file with the Office for Human Research Protections (OHRP). IRB approval must be received in these cases prior to enrolling participants in the project.

General information about Human Subjects Regulations can be obtained through OHRP at <http://www.hhs.gov/ohrp> or (240) 453-6900. SAMHSA-specific questions should be directed to the program contact listed in Section VII of this announcement.

**ATTACHMENT D**  
**Assurance of Compliance**



DEPARTMENT OF HEALTH AND HUMAN SERVICES

**ASSURANCE OF COMPLIANCE**

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Authorized Official

Please mail form to:

\_\_\_\_\_ Name and Title of Authorized Official (please print or type)

U.S. Department of Health & Human Services  
Office for Civil Rights  
200 Independence Ave., S.W. Room 509F  
Washington, D.C. 20201

\_\_\_\_\_ Name of Agency Receiving/Requesting Funding

\_\_\_\_\_ Street Address

\_\_\_\_\_ City, State, Zip Code

**ATTACHMENT E**  
**Disclosure of Lobbying Activities**

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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**4. Name and Address of Reporting Entity:**  
 Prime  SubAwardee Tier if known:

\* Name

\* Street 1  Street 2

\* City  State  Zip

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

\* Name

\* Street 1  Street 2

\* City  State  Zip

Congressional District, if known:

<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/>
	CFDA Number, if applicable: <input type="text"/>

<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
--	--

**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1  Street 2

\* City  State  Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1  Street 2

\* City  State  Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix  \* First Name  Middle Name

\* Last Name  Suffix

Title:  Telephone No.:  Date:

---

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <div style="border: 1px solid black; background-color: yellow; height: 15px; width: 100%; margin-top: 5px;"></div>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 250px;" type="text"/>
Middle Name: <input style="width: 180px;" type="text"/>	
* Last Name: <input style="width: 420px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 320px;" type="text"/>	
<b>* SIGNATURE:</b> <input style="width: 350px; height: 40px;" type="text"/>	<b>* DATE:</b> <input style="width: 100px; height: 15px;" type="text"/>

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**ATTACHMENT F**  
**Assurance of Compliance Form SMA 170**



**ASSURANCE  
of Compliance with SAMHSA Charitable Choice  
Statutes and Regulations  
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND  
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**ATTACHMENT G**  
**Business Associate Agreement**

## BUSINESS ASSOCIATE AGREEMENT

### RECITALS

**WHEREAS**, Orange County meets the definitions of a Covered Entity 45 CFR § 164.103.

**WHEREAS**, Orange County has been designated as a Hybrid Entity under the HIPAA Privacy and Security Rules 45 CFR § 164.105.

**WHEREAS**, Orange County, as a Covered Entity, pursuant to 45 CFR § 164.105(a)(2)(iii)(D) has documented that Orange County's Health Services Department is a health care component of the County and as such will be treated as a "Covered Entity."

**WHEREAS**, in connection with providing services to the Covered Entity ("Services") by the Business Associate, the Covered Entity discloses 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.

**WHEREAS**, the HIPAA Privacy and Security Rules requires that Covered Entity receive 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 Covered Entity; and

**WHEREAS**, the purpose of this Agreement 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.

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

#### **I. INCORPORATION OF RECITALS**

- 1.1 **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- 1.2 **HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.**
- 1.3 The parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA

Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

## II. DEFINITIONS

- 2.1 **Terms.** Terms used, but not otherwise defined, in this Agreement 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.
- 2.2 **Breach.** 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.
- 2.3 **Designated Record Set.** A group of records maintained by or for a covered entity that is: 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.
- 2.4 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 2.5 **Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- 2.6 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 2.7 **Individual.** 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).
- 2.8 **Individually Identifiable Health Information.** 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; and (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 (i) that

identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- 2.9 **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively and the Business Associate may be referred to herein, individually or collectively.
- 2.10 **Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity's policies and procedures as they related to the HIPAA Privacy and Security Rules.
- 2.11 **Personal Information.** Personal Information ("PI") means either of the following:
- 2.11.1 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:
    - 2.11.1.1 A social security number;
    - 2.11.1.2 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;
    - 2.11.1.3 A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
    - 2.11.1.4 Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
    - 2.11.1.5 An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
    - 2.11.1.6 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.

2.11.1.7 The term 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.

**2.12 Protected Health Information.** Protected Health Information (“PHI”) is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, 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.

**2.13 Required by law.** Required by law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

**2.14 Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services (“HHS”) to whom the authority involved has been delegated.

**2.15 Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.

**2.16 Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

### **III. SCOPE OF AGREEMENT**

**3.1 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. The Parties agree that they are and shall independently maintain

all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

- 3.2 Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

#### **IV. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.**

- 4.1 **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI 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 authorized by this Agreement or otherwise governed by law are prohibited.
- 4.2 **Responsibilities of Business Associate.** Regarding the use or disclosure of PHI and PI, Business Associate agrees to:
  - 4.2.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.
  - 4.2.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.
  - 4.2.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.

- 4.2.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.
- 4.2.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, 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 PI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- 4.2.6 In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- 4.2.7 Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 4.2.8 Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.9 At the request, of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.10 At the request, of and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI



when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.

- 4.2.11 Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.
- 4.2.12 Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.

4.3 **Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.

4.4 **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI 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 PI.

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

4.6 **Compliance.** Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

## V. CONFIDENTIALITY

- 5.1 In the course of performing under this Agreement, 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.
- 5.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- 5.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

## VI. SECURITY

- 6.1 **Security of Electronic Protected Health Information and Personal Information.** 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 PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.
- 6.2 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County’s Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

## VII. REPORTING REQUIREMENTS

- 7.1 **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.
- 7.2 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,  
Health Services Department  
Telephone: (407 )836-9214  
Fax: (407) 246-5342  
Address: 2002 A. E. Michigan Street, Orlando, FL 32806  
E-Mail: [privacy.officer@ocfl.net](mailto:privacy.officer@ocfl.net)

- 7.2.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.
- 7.2.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.
- 7.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).
- 7.2.4 Business Associate will cooperate with Covered Entity 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 Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.

- 7.3 **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer 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 PI 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 likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.
- 7.4 **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 PI or more than five thousand (5000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 7.5 **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI, 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 Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

- 7.6 **Content of Notices.** All notices required under this Attachment 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.

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: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) 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; (5) 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.

- 7.7 **Notice to Credit Reporting Agencies.** In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5).

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

- 7.9 **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

## VIII. TERMINATION

- 8.1 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement, if it determines that the Business Associate has violated a material term of the Agreement.
- 8.2 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity, or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 8.3 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the parties prior to the effective date of termination.
- 8.4 **Duties of Business Associate Upon Termination.**
- 8.4.1 When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI and PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.
- 8.4.2 If Business Associate determines that it is not feasible for Business Associate to return PHI or PI in the subcontractor's or agent's possession, Business Associate must provide a written explanation to Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.

## IX. MISCELLANEOUS

- 9.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are 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 this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.
- 9.2 **No Third party Beneficiaries.** Nothing express or implied in this Agreement 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.
- 9.3 **Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.
- 9.4 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.
- 9.5 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.
- 9.6 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 9.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 9.8 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses

(including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

- 9.9 **Execution/Authority.** Each signatory to this Agreement 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.
- 9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 9.11 **Notice.** All notices and other communications under this Agreement 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)

### **Health Services Department**

Director, Health Services/EMS  
2002 A E Michigan St  
Orlando, FL 32806  
(407) 836-7611

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

### **Business Associate**

Name  
Address  
City, State, ZIP



- 9.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, 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 Agreement 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 Agreement 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.
- 9.13 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. 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.
- 9.14 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange 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. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.
- 9.15 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement 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 Agreement 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.
- 9.16 **Entire Agreement.** The original Contract executed by the Parties known as Contract YXX-XXX, this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.