

Issue Date: July 10, 2017

REQUEST FOR PROPOSALS

FOR

**ADULT DRUG COURT SUBSTANCE ABUSE TREATMENT AND
CASE MANAGEMENT PROGRAM**

RFP #Y17-1134-LC

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, August 17, 2017**, for providing for adult drug court substance abuse treatment and case management. to 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> .

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. **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 SUBSTANCE ABUSE TREATMENT AND
CASE MANAGEMENT PROGRAM

RFP #Y17-1134-LC

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for adult drug court substance abuse treatment and case management.

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, August 17, 2017**, 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/ and A.M. Best Ratings are available at 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

- 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, 2nd 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.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

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/VendorServices/VendorProtestProcedures.aspx>

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

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 Friday, August 4, 2017 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. 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 No. A 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 :

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

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.

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 a listing of all staff to be assigned to the Adult Drug Court. For each member of staff intended to be assigned to this program include comprehensive resumes describing education, training, experience and certification. Comprehensive resumes shall demonstrate that the person meets the minimum qualifications of the position, in accordance with the requirements numbered below.

Note: If the individual has not yet been hired, please provide your agency's job description for each position. The job description shall demonstrate that the minimum qualifications below have been incorporated as a requirement for any future hire.

1. Clinical Supervisor: Certified Addictions Professional (CAP) with the Florida Certification Board, a Licensed Mental Health Counselor (LMHC) or higher level of certification and have at least three (3) years of professional experience supervising treatment services for criminal justice involved substance abusing clients. Must have experience with drug courts or the criminal justice system.
2. Substance Abuse Counselors must have a bachelor's degree in Human Services, Substance Abuse, Social Work or a related field from an accredited institution and two (2) years of professional counseling experience working with criminal justice involved substance-abusing clients or CCJAC (Certified Criminal Justice Addiction Specialist) certification from the Florida Certification Board and two (2) years of professional counseling experience working with criminal justice involved substance-abusing clients. One counselor must be bi-lingual in Spanish.

3. Case Managers must have a bachelor's degree in Criminology, Social Science, Criminal Justice or a related field from an accredited institution and three (3) years of professional experience providing case management/community supervision services for criminal justice involved substance-abusing clients or CCJAP (Certified Criminal Justice Addiction Professional) or CCJAS (Certified Criminal Justice Addiction Specialist) certification from the Florida Certification Board and three (3) years of professional experience providing case management/community supervision services for criminal justice involved substance-abusing clients. One Case Manager must be bilingual in Spanish.
4. Drug Testing Specialists, at least one male and one female, must perform observed urinalysis testing utilizing the drug testing kit selected by the agency. The firm shall ensure that staff is properly trained to administer the chosen test.

2. Qualifications of Firm

- A. Provide a copy of the firm's license from the Florida Department of Children and Families to provide outpatient treatment services as defined by 65D-30.010, Florida Administrative Code (F.A.C).
- B. Confirm that the firm has a minimum of three (3) years of experience providing outpatient substance abuse treatment (group and individual counseling), evaluation, case management, community supervision, and drug testing services to diverse populations to include women, minorities and substance abusing offenders involved in the criminal justice system.
- C. Provide a description and history of the firm's experience in conducting random, observed drug tests for substance abusing defendants. Include methods of testing, type and frequency of testing, staff training and chain of custody protocols.
- D. Confirm the firm's ability to provide client updates to the drug court program office via fax transmission and treatment updates via the Program's web-based software application Substance Abuse Recovery Tracking System (SARTS). This is case management software which tracks a client's treatment attendance, community service work or other sanctions would need to load their information into SARTS. This allows the court as well as other drug team members to monitor the progress of participants.
- E. Confirm that the firm agrees to abide by the Orange County Drug Court Program policies and procedures manual as developed and updated by the Orange County Drug Court Team (Attachment B).
- F. Provide a list of at least five (5) references, two (2) of which are governmental agencies, for which the firm has performed services similar in scope and magnitude. Contact information for these agencies must be provided to include agency name, contact person, address, telephone number and e-mail address.

- G. Provide a statement confirming that if awarded this contract, the agency 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 firm's approach to the project including types of evidence based treatment practices utilized, ability to refer clients to a continuum services outside of the formal drug court structure when necessary and appropriate, and information on how existing agency partnerships and resources outside of drug court may be leveraged to efficiently and effectively utilize resources provided for substance abuse treatment throughout Orange County.
- B. Provide a copy of any existing or proposed agency client handbooks or printed materials that will be given to clients participating the in drug court program that outline treatment expectations, rules or regulations etc. that the client will need to abide by while they participate in the drug court program.
- C. Provide information on the specific drug testing kit utilized by the agency.
- D. Provide a statement confirming the firm's agreement to meet the minimum requirements of this Request for Proposals.
- E. Provide a statement confirming the firm's agreement to abide by the Local Government Prompt Payment Act, Florida Statute 218.70
- F. Provide documentation that demonstrates that the facilities where the client receives treatment services (outpatient) are located in Orange County.

Note: Proposer shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form.

- G. Provide a statement confirming the firm's acknowledgement that they shall not charge or require any additional fees from the client outside of the drug court program approved outpatient treatment co-payment and costs related to contesting a positive urinalysis.
- H. Provide a statement confirming that if awarded this contract, the agency shall maintain accurate information on an annual basis with the Central Florida United Way 211 system. Updates will be confirmed prior to contract renewal.

4. Fee Schedule

Each Proposer must complete and submit the Fee Schedule Form included herein as Attachment B. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

- A. Provide a statement confirming that if awarded this contract, the agency shall maintain accurate information on an annual basis with the Central Florida United Way 211 system. Updates will be confirmed prior to contract renewal.

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, 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 sub-Contractors.
 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. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit for proximity to worksite.

7. 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.

8. 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.

9. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

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

10. DRUG-FREE WORKPLACE FORM

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

11. 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.

12. BONUS POINTS FOR HIRING OF DISPLACED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of displaced workers to be hired full-time and submit with the 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 full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-5484 to assist with meeting this requirement.

The failure of the CONSULTANT 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 Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

13. 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 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, 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 sub- 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.

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

14. SELECTION - CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	15
Qualifications of Firm	15
Technical Approach	25
M/WBE Utilization	10
Location	10
Fee Schedule	25
TOTAL	100
Displaced Workers Hires	5 Bonus Points
Registered SDV Sub-Contractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

**ATTACHMENT A
SCOPE OF SERVICES
Y17-1134-LC**

Introduction

The Orange County Drug Court Program was created to provide for the identification, evaluation, case management and placement of substance abusing offenders into treatment in order to best address their underlying criminogenic needs as a proven alternative to the formal criminal justice system.

The Orange County Adult Drug Court 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 service providers.

I. Description of Services

The goal of the Adult Drug Court Program Outpatient Treatment and Case Management program is to increase each participant's likelihood for successful rehabilitation through early, continuous and intensive outpatient treatment. In order to accomplish this goal, the program will provide science-based, proven, effective clinical treatment services that meet the individual needs of each client. Should a client's pattern of addiction require a more intensive level of care, the recommendation and referral into such services (i.e. detox or residential) will be initiated and effectuated by the Contractor.

The Adult Drug Court program is designed to identify, case manage, supervise and drug test nonviolent substance abusing defendants. **The program receives an average of two hundred and fifty-six (256) referrals per year and refers approximately two hundred and twelve (212) of those defendants for a comprehensive substance abuse evaluation. The program serves a monthly average caseload of one hundred and fifty (150) participants, who are in various phases of treatment.**

The Adult Drug Court program serves adult males and females (ages 18 and up) who are deemed appropriate and eligible for the program's services via the designated criminal justice screening and evaluation units. A participants' 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 may range from a minimum of seven (7) months up to eighteen (18) months based on the individual's progress towards treatment goals. The Contractor shall maintain a 70% successful completion for all participants.**

The Adult Drug Court Program's outpatient services include a combination of individual, group counseling and education in order to create and promote an understanding and acceptance of addiction and recovery process. These services vary in the level of intensity and the emphasis is on assessment, treatment and ancillary services.

The Contractor shall provide the following services; individual therapy, group therapy, self-help and support group referral and tracking, relapse prevention counseling, aftercare, drug testing and any referral to any other community services or resources deemed appropriate for the client.

Individual Therapy – Individual therapy services are provided by counselors as prescribed in the individual treatment plan. The purpose of individual therapy is to give the client a confidential one-on-one setting to discuss his/ her substance abuse issues and explore thoughts and concerns that are personal. The goals of therapy are the development of self-understanding, cognitive redirection and therapeutic encouragement. As clients gain insight into the purpose of their behavior and the relationship between thoughts, feelings and actions, they are able to make better choices to minimize or eliminate the symptoms of their substance abuse.

Group Therapy – Group therapy is provided in groups that shall not exceed twenty (20) participants. During group therapy, clients should learn to share their thoughts and feeling openly, realize that they are not alone (universalize), model and learn new behaviors from others, practice showing empathy and concern for others and develop new social skills of cooperation, learn to give and receive feedback, problem solve and teamwork.

Self-Help and Support Groups – Participation in self-help and other support group activities is vital to ensuring extended support beyond the treatment episode. The treatment provider shall be sensitive to the need for matching individual clients to a “home group” of people with similar backgrounds, culture, experience and comfort level. Therefore, every effort shall be made to provide linkages to culturally appropriate support groups.

Relapse Prevention Counseling – A Relapse Prevention Plan is a critical component of each participant’s Transition Plan. Drug Court counselor’s help participants develop skills, resources, and competencies that are designed to promote their successful reintegration into the community while insulating them against relapse.

Aftercare – Upon successful completion of the first 3 phases of the Adult Drug Court Outpatient Treatment Program, participants will be transitioned into a four (4) week Aftercare program. During this final phase of treatment, clients attend groups once a week. It is during this period that the client is asked to facilitate group discussions and function as a role model for those less experienced clients who are in earlier stages of treatment/recovery.

Drug Testing – Drug Testing shall occur on a random basis throughout an individual’s participation in the Outpatient Treatment Program. Drug testing shall be appropriately used as part of an overall process for holding participants accountable. .

II. Phase Structure

The 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. During the course of each phase, program participants shall be required to complete identified phase criteria to be eligible to progress to the next phase.

A schedule of phase requirements is provided in Table 1. In each phase, the specific services to be provided are detailed as well as the corresponding standard that must be met.

III. Availability of Day and Evening Sessions

The Adult Drug Court Outpatient Treatment Program provides clinical intensive substance use disorder services that are centered on regularly scheduled Individual Sessions, Group Session, Random Drug Testing and Drug Court Status hearings. In order to meet the needs of participants with diverse working schedules, the Contractor may be requested to offer group and individual sessions throughout the day and evening hours.

IV. Length of Sessions and Number of Participants

Individual Sessions – up to 1 Hour

Group Sessions – up to 2 Hours

Group size varies depending upon the number of participants in a specific phase. Average size is eighteen (18) to twenty (20) participants.

V. Successful Completion

The treatment provider shall maintain a 70% successful completion for all participants. Successful completion or graduation reflects the client completing all of the requirements mandated within his/her Drug Court contract.

VI. Maintenance of Records

1. The Contractor shall maintain complete client records onsite which document contacts with participants and as required by licensure entities that oversee the provider.
2. The Contractor shall provide monthly reports by the fifteenth (15th) of each month, for the previous month which includes the following information to Drug Court Program Office and the Orange County Office for A Drug Free Community which reflects the monthly total of:
 - a. Number of referrals received
 - b. Number of evaluations completed
 - c. Number of participants referred to treatment and modality
 - d. Total active caseload
 - e. Number of successful discharges
 - f. Number of unsuccessful discharges
 - g. Groups sessions attended by client
 - h. Individual sessions attended by client

Case Management Services

The Contractor shall provide the following case management services to clients:

I. Case Management

Once the drug court program office refers a client to a treatment provider, the participant will be assigned to a treatment case manager, who shall assist with

referrals to other agencies as needed, track their progress in treatment and supervise the client in the community. Such activities on behalf of a client occur either face-to-face or in some situations the recipient may not be physically present. Examples would be interventions with a utility, a food stamp office, agency placement, etc.

The Contractor shall provide case management services at sites centrally located in Orange County, preferably near bus routes, so that all participants have access to case management.

II. Community Supervision:

Level I (Phase I of the Program)

The following minimum contacts shall be made with the participant while in level one.

- a. One 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 and monthly thereafter, and within fifteen (15) calendar days following a residence change.
- b. One face-to-face contact with the participant at their residence or other field location per month.
- c. One verification of the participant's employment or school attendance per month.
- d. One collateral contact with a non-criminal justice resource agency or individual per month.
- e. One collateral contact with the participant's probation officer per month.

Level II (Phase II or Aftercare of the Program)

The following minimum number of contacts shall be made with the participant while in level two.

- a. One 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 face-to-face contact with the participant at their residence or other field location per month.
- c. One verification of the participant's employment or school attendance every two (2) months.
- d. One collateral contact with non-criminal justice resource agency or individual every two (2) months.
- e. One collateral contact with the participant's probation officer per month.

- f. One court indebtedness check per month.

Level III (Phase II or Aftercare of the Program)

The following minimum number of contacts shall be made with the participant during level three of the program.

- 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. One face-to-face contact with the participant at their residence or other field location on a quarterly basis.
- b. One verification of the participant's employment or school attendance on a quarterly basis.
- c. One collateral contact with a non-criminal justice resource agency or individual on a quarterly basis.
- d. One collateral contact with the participant's probation officer per month.
- e. One court indebtedness check per month.

III. Drug Testing

Shall be conducted utilizing test kits or other methodology supplied by the Contractor, which are approved by the FDA and the County. The Contractor shall conduct random mandatory urinalysis testing on every participant in the program. At a minimum, each participant shall be tested for cocaine, marijuana, opiates, amphetamines, benzodiazepines and alcohol. Other testing may be required based on participant's drug choice. Drug testing collection and processing shall be conducted in accordance with the drug testing vender/product instructions. The testing shall be conducted as follows:

- a. All samples collected shall be observed by a staff member of the same sex as the participant. Samples shall be collected utilizing approved chain of custody procedures in order to maintain the integrity of the process.
- b. Utilizing a color code system (using a dedicated phone line for the participants to learn the color(s) of the day to report for drug testing) or other approved method of the firm shall conduct random weekly testing on all participants.
- c. Participants in all Level I and II supervision shall be tested a minimum of two (2) times per week.
- d. Participants in Level III supervision shall be tested a minimum of one (1) time per week.
- e. If a participant contests the result of the presumptive urinalysis testing, the Contractor shall have the capability of confirming the initial results. This confirmation analyses shall be conducted by a licensed clinical reference laboratory utilizing Gas Chromatography/Mass Spectrometry methodology.

Additional Services

The Contractor shall provide the following additional services:

I. Reporting Requirements

The treatment provider shall meet all reporting requirements in this contract.

- a. Ensure that the court case management system is updated by 1:30pm on the Wednesday preceding court with the following information concerning clients:
 - i. Attendance
 - ii. Self-helps
 - iii. Comments on progress in treatment
 - iv. Treatment contract end date if applicable
 - v. Amount of court fees owed and
 - vi. Number of community service hours owed and their due date if applicable
- b. Provide a bi-monthly population report on the 1st and 15th of each month indicating the names of active clients, their admission date, current phase and any related discharge information with the type of discharge if applicable.
- c. The Contractor shall meet the minimum requirements set forth in the Orange County Administrative Regulations 6.12 Invoice Payment Procedures Attachment C. when submitting back up documentation with their monthly invoices, including, but not limited to:
 - i. Name of vendor
 - ii. Address of vendor (i.e., where payment is to be mailed)
 - iii. Date
 - iv. Orange County Purchase Order No.
 - v. Orange County Contract No.

For invoices involving the purchase of services:

- i. Itemized description of services performed
- ii. Date service performed
- iii. Billing method for services

For invoices involving the purchase goods:

- i. Item description
- ii. Quantity purchased
- iii. Unit price
- iv. Total price (for each item)
- v. Total amount of invoice (all items)

**Table 1
Adult Drug Court Intensive Outpatient Treatment Model**

Phase I	Service	Standard
Length of Phase	Sixty (60) days minimum	
Number of Sessions	Six (6) individual sessions	
	Three (3) group sessions per week	Minimum 85% Group Attendance Record
	One (1) approved self-help meeting (AA, NA) per week.	Two (2) NA or AA sponsors with appropriate verification form.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Bi-weekly	
Phase II		
Length of Phase	Sixty (60) days minimum	
Number of Sessions	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 meetings (AA/NA) per week	Two (2) NA or AA sponsors with appropriate verification form.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Bi-weekly	
Phase III		
Length of Phase	Sixty (60) days minimum	
Number of Sessions	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 meetings (AA/NA) per week	Two (2) NA or AA sponsors with appropriate verification form.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Bi-weekly	
Aftercare		
Length of Phase	Thirty (30) days or four (4) consecutive group sessions	
Number of	One (1) group session per week.	Facilitate one (1) group discussion (45

Sessions		minutes) on personal experiences regarding recovery since completing the intensive outpatient program.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Monthly	

Table 2
Adult Drug Court Outpatient Treatment Model List of Graduated Sanctions

Violation of Program Rules	Graduated Sanctions
1 st	8 hours community service
2 nd	16 hours community service
3 rd	3 days OCJ
4 th	5 days OCJ
5 th	7 days OCJ
6 th	10 days OCJ
7 th	15 days OCJ
8 th	21 days OCJ

**ATTACHMENT B
FEE SCHEDULE FORM
RFP # Y17-1134-LC**

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form.

The fee schedule is based on unit of services pricing and shall include all associated overhead costs for each unit of service. Proposal shall include the appropriate staff that meets the minimum qualifications and to provide for the services outlined in the outpatient treatment model. Proposal shall also include the cost for purchase of drug testing kits.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. UNITS</u>	<u>EST.TOTAL PER MONTH</u>	<u>ESTIMATED YEARLY TOTAL</u>
1.	Individual Counseling Unit=1 hour	\$_____	X 78 =	\$_____	X 12 = \$_____
2.	Group Counseling Unit=2 hour	\$_____	X400 =	\$_____	X 12 = \$_____
3.	Drug Testing Unit=1 test	\$_____	X 456 =	\$_____	X 12 = \$_____
4.	Case Management Unit=1 hour	\$_____	X 138 =	\$_____	X 12 = \$_____
TOTAL ESTIMATED FEE, ITEMS 1 THROUGH 4					\$_____*

Price per unit shall include all personnel and non-personnel related costs associated with each unit of service.

The Proposer shall not charge or require any additional fees by the client.

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: Y17-1134-LC, Adult Drug Court Substance Abuse Treatment And Case Management Program

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											
TOTAL											
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: Y17-1134-LC, Adult Drug Court Substance Abuse Treatment And Case Management Program

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: Y17-1134-LC, Adult Drug Court Substance Abuse Treatment And Case Management Program

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.

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

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: _____

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

	<u>PRIME CONTRACTOR</u>	<u>PERCENTAGE OF WORK ASSIGNED</u>
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	

	<u>SUBCONTRACTOR / SUBCONTRACTOR</u>	
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
	Total Percentage (Must Equal 100%) (Use additional pages if necessary)	_____ %

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.

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

**DISPLACED 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 M/WBE 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 **(ONLY USED TOWARD M/WBE UTILIZATION)**

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 (**ONLY USED TOWARD BONUS POINTS**)

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.Y17-1134-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. Y17-1134-LC, Adult Drug Court Substance Abuse Treatment And Case Management Program** 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.

(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
TOTAL EXPENDED THIS REPORT			\$

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: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

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: _____

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)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
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 nd 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

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

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, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©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, 2nd 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 # Y17-1134-LC

This Contract is made as of the ____ day of _____, 2017 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 CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR’S responsibility under this Contract is to provide professional/consultation services in the area of _____, as more specifically set forth in the Scope of Services detailed in Exhibit “A”.

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

ARTICLE 2 - SCHEDULE

The CONTRACTOR 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 CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR 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 CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for services, shall not exceed _____ Dollars (\$_____). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’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 CONTRACTOR.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR’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 CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR 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 CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR 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 CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor'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 CONTRACTOR 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 CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** 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 MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/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 CONTRACTOR/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 CONTRACTOR 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 CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the 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 SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall:
 - 1. Submit copies of executed contracts between the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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/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/ and A.M. Best Ratings are available at 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

- 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, 2nd Floor
Orlando, Florida 32801

ARTICLE 12 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, 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 CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR 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 CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'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 CONTRACTOR or its sub-Contractors 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 sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR 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 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.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR 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 CONTRACTOR 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 -DISPLACED WORKERS

CONTRACTOR has committed to hire _____ () CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

CONTRACTOR 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 CONTRACTOR 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 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 will 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, 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 CONTRACTOR 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 CONTRACTOR 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 - BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Attachment No. "C" 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.

ARTICLE 31 - 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 Contractor/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 Contractor 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 Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/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 Contractor/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 Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/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 32 - 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.

ARTICLE 33 – 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 (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor 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 contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 34 – LAWS AND REGULATIONS

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

ARTICLE 35 – ADDENDA

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

ARTICLE 36 - 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:

and if sent to the CONTRACTOR shall be mailed to:

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

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

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

Signature

Date

Typed Name

Title

Date

EXHIBIT "A"

SCOPE OF SERVICES Y17-1134-LC

Introduction

The Orange County Drug Court Program was created to provide for the identification, evaluation, case management and placement of substance abusing offenders into treatment in order to best address their underlying criminogenic needs as a proven alternative to the formal criminal justice system.

The Orange County Adult Drug Court 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 service providers.

I. **Description of Services**

The goal of the Adult Drug Court Program Outpatient Treatment and Case Management program is to increase each participant's likelihood for successful rehabilitation through early, continuous and intensive outpatient treatment. In order to accomplish this goal, the program will provide science-based, proven, effective clinical treatment services that meet the individual needs of each client. Should a client's pattern of addiction require a more intensive level of care, the recommendation and referral into such services (i.e. detox or residential) will be initiated and effectuated by the Contractor.

The Adult Drug Court program is designed to identify, case manage, supervise and drug test nonviolent substance abusing defendants. **The program receives an average of two hundred and fifty-six (256) referrals per year and refers approximately two hundred and twelve (212) of those defendants for a comprehensive substance abuse evaluation. The program serves a monthly average caseload of one hundred and fifty (150) participants, who are in various phases of treatment.**

The Adult Drug Court program serves adult males and females (ages 18 and up) who are deemed appropriate and eligible for the program's services via the designated criminal justice screening and evaluation units. A participants' 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 may range from a minimum of seven (7) months up to eighteen (18) months based on the individual's progress towards treatment goals. The Contractor shall maintain a 70% successful completion for all participants.**

The Adult Drug Court Program's outpatient services include a combination of individual, group counseling and education in order to create and promote an understanding and acceptance of addiction and recovery process. These services vary in the level of intensity and the emphasis is on assessment, treatment and ancillary services.

The Contractor shall provide the following services; individual therapy, group therapy, self-help and support group referral and tracking, relapse prevention counseling, aftercare, drug testing and any referral to any other community services or resources deemed appropriate for the client.

Individual Therapy – Individual therapy services are provided by counselors as prescribed in the individual treatment plan. The purpose of individual therapy is to give the client a confidential one-on-one setting to discuss his/ her substance abuse issues and explore thoughts and concerns that are personal. The goals of therapy are the development of self-understanding, cognitive redirection and therapeutic encouragement. As clients gain insight into the purpose of their behavior and the relationship between thoughts, feelings and actions, they are able to make better choices to minimize or eliminate the symptoms of their substance abuse.

Group Therapy – Group therapy is provided in groups that shall not exceed twenty (20) participants. During group therapy, clients should learn to share their thoughts and feeling openly, realize that they are not alone (universalize), model and learn new behaviors from others, practice showing empathy and concern for others and develop new social skills of cooperation, learn to give and receive feedback, problem solve and teamwork.

Self-Help and Support Groups – Participation in self-help and other support group activities is vital to ensuring extended support beyond the treatment episode. The treatment provider shall be sensitive to the need for matching individual clients to a “home group” of people with similar backgrounds, culture, experience and comfort level. Therefore, every effort shall be made to provide linkages to culturally appropriate support groups.

Relapse Prevention Counseling – A Relapse Prevention Plan is a critical component of each participant’s Transition Plan. Drug Court counselor’s help participants develop skills, resources, and competencies that are designed to promote their successful reintegration into the community while insulating them against relapse.

Aftercare – Upon successful completion of the first 3 phases of the Adult Drug Court Outpatient Treatment Program, participants will be transitioned into a four (4) week Aftercare program. During this final phase of treatment, clients attend groups once a week. It is during this period that the client is asked to facilitate group discussions and function as a role model for those less experienced clients who are in earlier stages of treatment/recovery.

Drug Testing – Drug Testing shall occur on a random basis throughout an individual’s participation in the Outpatient Treatment Program. Drug testing shall be appropriately used as part of an overall process for holding participants accountable. .

II. Phase Structure

The 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. During the course of each phase, program participants shall be required to complete identified phase criteria to be eligible to progress to the next phase.

A schedule of phase requirements is provided in Table 1. In each phase, the specific services to be provided are detailed as well as the corresponding standard that must be met.

III. Availability of Day and Evening Sessions

The Adult Drug Court Outpatient Treatment Program provides clinical intensive substance use disorder services that are centered on regularly scheduled Individual Sessions, Group Session, Random Drug Testing and Drug Court Status hearings. In order to meet the needs of participants with diverse working schedules, the Contractor may be requested to offer group and individual sessions throughout the day and evening hours.

IV. Length of Sessions and Number of Participants

- Individual Sessions – up to 1 Hour
- Group Sessions – up to 2 Hours

Group size varies depending upon the number of participants in a specific phase. Average size is eighteen (18) to twenty (20) participants.

V. Successful Completion

The treatment provider shall maintain a 70% successful completion for all participants. Successful completion or graduation reflects the client completing all of the requirements mandated within his/her Drug Court contract.

VI. Maintenance of Records

1. The Contractor shall maintain complete client records onsite which document contacts with participants and as required by licensure entities that oversee the provider.
2. The Contractor shall provide monthly reports by the fifteenth (15th) of each month, for the previous month which includes the following information to Drug Court Program Office and the Orange County Office for A Drug Free Community which reflects the monthly total of:
 - a. Number of referrals received
 - b. Number of evaluations completed
 - c. Number of participants referred to treatment and modality
 - d. Total active caseload
 - e. Number of successful discharges
 - f. Number of unsuccessful discharges
 - g. Groups sessions attended by client
 - h. Individual sessions attended by client

Case Management Services

The Contractor shall provide the following case management services to clients:

I. Case Management

Once the drug court program office refers a client to a treatment provider, the participant will be assigned to a treatment case manager, who shall assist with referrals to other agencies as needed, track their progress in treatment and supervise the client in the community. Such activities on behalf of a client occur either face-to-face or in some situations the recipient may not be physically present. Examples would be interventions with a utility, a food stamp office, agency placement, etc.

The Contractor shall provide case management services at sites centrally located in Orange County, preferably near bus routes, so that all participants have access to case management.

II. Community Supervision:

Level I (Phase I of the Program)

The following minimum contacts shall be made with the participant while in level one.

- a. One 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 and monthly thereafter, and within fifteen (15) calendar days following a residence change.
- b. One face-to-face contact with the participant at their residence or other field location per month.
- c. One verification of the participant's employment or school attendance per month.
- d. One collateral contact with a non-criminal justice resource agency or individual per month.
- e. One collateral contact with the participant's probation officer per month.

Level II (Phase II or Aftercare of the Program)

The following minimum number of contacts shall be made with the participant while in level two.

- a. One 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 face-to-face contact with the participant at their residence or other field location per month.

- c. One verification of the participant's employment or school attendance every two (2) months.
- d. One collateral contact with non-criminal justice resource agency or individual every two (2) months.
- e. One collateral contact with the participant's probation officer per month.
- f. One court indebtedness check per month.

Level III (Phase II or Aftercare of the Program)

The following minimum number of contacts shall be made with the participant during level three of the program.

- 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. One face-to-face contact with the participant at their residence or other field location on a quarterly basis.
- b. One verification of the participant's employment or school attendance on a quarterly basis.
- c. One collateral contact with a non-criminal justice resource agency or individual on a quarterly basis.
- d. One collateral contact with the participant's probation officer per month.
- e. One court indebtedness check per month.

III. Drug Testing

Shall be conducted utilizing test kits or other methodology supplied by the Contractor, which are approved by the FDA and the County. The Contractor shall conduct random mandatory urinalysis testing on every participant in the program. At a minimum, each participant shall be tested for cocaine, marijuana, opiates, amphetamines, benzodiazepines and alcohol. Other testing may be required based on participant's drug choice. Drug testing collection and processing shall be conducted in accordance with the drug testing vender/product instructions. The testing shall be conducted as follows:

- a. All samples collected shall be observed by a staff member of the same sex as the participant. Samples shall be collected utilizing approved chain of custody procedures in order to maintain the integrity of the process.
- b. Utilizing a color code system (using a dedicated phone line for the participants to learn the color(s) of the day to report for drug testing) or other approved method of the firm shall conduct random weekly testing on all participants.

- c. Participants in all Level I and II supervision shall be tested a minimum of two (2) times per week.
- d. Participants in Level III supervision shall be tested a minimum of one (1) time per week.
- e. If a participant contests the result of the presumptive urinalysis testing, the Contractor shall have the capability of confirming the initial results. This confirmation analyses shall be conducted by a licensed clinical reference laboratory utilizing Gas Chromatography/Mass Spectrometry methodology.

Additional Services

The Contractor shall provide the following additional services:

I. Reporting Requirements

The treatment provider shall meet all reporting requirements in this contract.

- a. Ensure that the court case management system is updated by 1:30pm on the Wednesday preceding court with the following information concerning clients:
 - i. Attendance
 - ii. Self-helps
 - iii. Comments on progress in treatment
 - iv. Treatment contract end date if applicable
 - v. Amount of court fees owed and
 - vi. Number of community service hours owed and their due date if applicable
- b. Provide a bi-monthly population report on the 1st and 15th of each month indicating the names of active clients, their admission date, current phase and any related discharge information with the type of discharge if applicable.
- c. The Contractor shall meet the minimum requirements set forth in the Orange County Administrative Regulations 6.12 Invoice Payment Procedures Attachment when submitting back up documentation with their monthly invoices, including, but not limited to:
 - i. Name of vendor
 - ii. Address of vendor (i.e., where payment is to be mailed)
 - iii. Date
 - iv. Orange County Purchase Order No.
 - v. Orange County Contract No.

For invoices involving the purchase of services:

- i. Itemized description of services performed
- ii. Date service performed

iii. Billing method for services

For invoices involving the purchase goods:

- i. Item description
- ii. Quantity purchased
- iii. Unit price
- iv. Total price (for each item)
- v. Total amount of invoice (all items)

Table 1
Adult Drug Court Intensive Outpatient Treatment Model

<i>Phase I</i>	<i>Service</i>	<i>Standard</i>
Length of Phase	Sixty (60) days minimum	
Number of Sessions	Six (6) individual sessions	
	Three (3) group sessions per week	Minimum 85% Group Attendance Record
	One (1) approved self-help meeting (AA, NA) per week.	Two (2) NA or AA sponsors with appropriate verification form.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Bi-weekly	
<i>Phase II</i>		
Length of Phase	Sixty (60) days minimum	
Number of Sessions	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 meetings (AA/NA) per week	Two (2) NA or AA sponsors with appropriate verification form.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Bi-weekly	
<i>Phase III</i>		
Length of Phase	Sixty (60) days minimum	
Number of Sessions	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 meetings (AA/NA) per week	Two (2) NA or AA sponsors with appropriate verification form.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Bi-weekly	
<i>Aftercare</i>		
Length of Phase	Thirty (30) days or four (4) consecutive group sessions	

Number of Sessions	One (1) group session per week.	Facilitate one (1) group discussion (45 minutes) on personal experiences regarding recovery since completing the intensive outpatient program.
Drug Use	Negative Urinalysis	Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
Judicial Supervision	Monthly	

Table 2
Adult Drug Court Outpatient Treatment Model List of Graduated Sanctions

Violation of Program Rules	Graduated Sanctions
1 st	8 hours community service
2 nd	16 hours community service
3 rd	3 days OCJ
4 th	5 days OCJ
5 th	7 days OCJ
6 th	10 days OCJ
7 th	15 days OCJ
8 th	21 days OCJ

EXHIBIT "B"
FEE SCHEDULE FORM
RFP # Y17-11134-LC

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form.

The fee schedule is based on unit of services pricing and shall include all associated overhead costs for each unit of service. Proposal shall include the appropriate staff that meets the minimum qualifications and to provide for the services outlined in the outpatient treatment model. Proposal shall also include the cost for purchase of drug testing kits.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. UNITS</u>	<u>EST.TOTAL PER MONTH</u>	<u>ESTIMATED YEARLY TOTAL</u>
1.	Individual Counseling Unit=1 hour	\$ _____	X 78 =	\$ _____	X 12 = \$ _____
2.	Group Counseling Unit=2 hour	\$ _____	X400 =	\$ _____	X 12 = \$ _____
3.	Drug Testing Unit=1 test	\$ _____	X 456 =	\$ _____	X 12 = \$ _____
4.	Case Management Unit=1 hour	\$ _____	X 138 =	\$ _____	X 12 = \$ _____

TOTAL ESTIMATED FEE, ITEMS 1 THROUGH 4 \$ _____ *

***Price per unit should include all personnel and non-personnel related costs associated with each unit of service.**

***The Proposer will not charge or require any additional fees by the client.**

ATTACHMENT "A"

BUSINESS ASSOCIATE AGREEMENT
Between
ORANGE COUNTY, FLORIDA AND INSERT NAME
REGARDING
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2016 by and between, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), through its Health Services Department (the "Covered Entity"), and _____ a _____ corporation (the "Business Associate"). The County and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

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.

WHEREAS, the County (on behalf the Covered Entity) and Business Associate

may have previously entered into, or intend to enter into, a contract for services known as Contract# YXX-XXX and the Parties wish to amend that Contract by adopting this Business Associate Agreement,

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. 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.

- 2.1 **.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.
- 2.2 **Designated Record Set.** 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.
- 2.3 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 2.4 **Florida Information Protection Act.** Florida Information Protection Act ("FIPA") codified at Section 501.171, Florida Statutes.

- 2.5 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 2.6 **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).
- 2.7 **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.
- 2.8 **Party or Parties.** Are the terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively.
- 2.9 **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.
- 2.10 **Personal Information.** Personal Information ("PI") means either of the following:
- 2.10.1 An individual's initials, first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - 2.10.1.1 A social security number;
 - 2.10.1.2 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;
 - 2.10.1.3 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;
 - 2.10.1.4 Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

- 2.10.1.5 An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.10.1.6 Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards"
- 2.10.1.7 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.

2.10.2 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.

2.10.3 The PI provided under this Agreement shall be as more specifically identified in **BAA Attachment "A"** attached hereto and incorporated by this reference.

- 2.11 **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. The PHI provided under this Agreement shall be as more specifically identified in **BAA Attachment "B"** attached hereto and incorporated by this reference.
- 2.12 **Required by law.** Required by law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- 2.13 **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.
- 2.14 **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.

- 2.15 **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)836-2856
Address: 2002 A. E. Michigan Street, Orlando, FL 32806
E-Mail: 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 are 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 of Agreement.**

- 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, the 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)

County

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

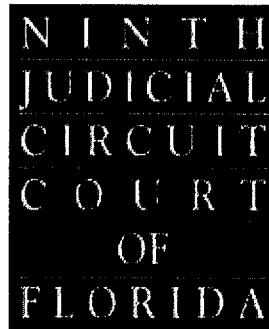
Business Associate

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 Y17-1134-LC”, 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.



**ORANGE COUNTY
ADULT DRUG COURT PROGRAM
POLICIES AND PROCEDURES
MANUAL**

**Orange County Adult Drug Court Program
425 North Orange Avenue, Suite 325
Orlando, Florida 32801
Main: 407-836-0419
Fax: 407-836-0528**

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I. INTRODUCTION

The Orange County Adult Drug Court is a diversionary/post adjudicatory program created to address the issue of first time felony drug offenders, VOP offenders, and post plea offenders. The program provides for the identification, evaluation, case management and placement of substance abusing offenders in order to avoid entering the formal criminal justice system.

PHILOSOPHY OF THE PROGRAM

It is the intended purpose of the Orange County Drug Court Program to provide a continuum of services to the drug using offender population. The purpose of this program is to improve the quality of life of those persons suffering from chemical dependency/abuse or dual diagnosis and reduce the previous behavior patterns of these same individuals. This improvement for the participants includes rehabilitation of symptoms related to chemical use, enhanced living skills, and methods of coping with life stressors, relapse prevention, reinstatement of social privileges, and/or a reduction in recidivism.

MISSION STATEMENT

The mission of the Orange County Drug Court Program is to unite the judiciary, criminal justice entities, substance abuse treatment providers and the community in a singular program that reduces drug use by non-violent offenders, restores them to law-abiding productivity and lessens the fiscal impact on society.

II. GOALS AND OBJECTIVES

The Goals and Objectives of the Orange County Adult Drug Court are established to provide early drug and alcohol treatment and intervention for arrestees and offenders. The four goals for the program are as follows:

GOAL 1: TO PROVIDE EARLY SCREENING, ASSESSMENT AND COURT INTERVENTION.

Objective #1:

75% of all eligible offenders referred to the program will receive contact by a drug court program office case manager within three (3) business days of referral receipt.

Objective #2:

75% of all eligible offenders referred to the program will receive a drug court program office screening within one (1) business day and 100% within two (2) business days.

Objective #3:

100% of all eligible referrals received by the drug court program office will be entered into the MIS within two (2) business days of referral receipt.

Objective #4:

100% of all referral updates received by the drug court program office will be entered into the MIS within one (1) business day of referral update receipt.

Objective #5:

75% of all eligible referrals received by the drug court program office will be referred to the treatment provider or returned to the division within one (1) business day of that determination and 100% of all eligible referrals within two (2) business days. Referrals will be submitted to the state attorney's office at the appropriate time during the referral process.

Objective #6:

All required paperwork or appointments will be obtained or scheduled within ten (10) business days of client's eligibility determination.

GOAL #2: TO PROVIDE EFFECTIVE COURT SUPERVISION

Objective #1:

100% of the drug court participants will receive intensive court supervision including regular hearings, tracking of progress, rewards for progress, and progressive sanctions for failures as measured by the Orange County Adult Drug Court team.

Objective #2:

At least 85% of participants receiving program services will reduce the frequency of alcohol and other drug use as measured by urinalysis testing results.

Objective #3:

70% of admitted participants will complete the program successfully.

GOAL #3 TO PROVIDE AN INTEGRATED PROGRAM OF DRUG TREATMENT, SUBSTANCE ABUSE EDUCATION, AND REHABILITATION SERVICES.

Objective: #1:

100% of the participants admitted will receive inpatient or outpatient substance abuse treatment as measured by treatment provider verification reports.

Objective #2:

80% of the participants will be employed or enrolled in school upon graduation as measured by treatment provider case management employment verification reports.

Objective #3:

30% of the graduates with less than a high school diploma will earn a GED as measured by treatment provider educational verification reports.

GOAL #4: TO PROMOTE PUBLIC SAFETY BY REDUCING RECIDIVISM.

Objective:

10% recidivism rate; no more than 10% of graduates will be rearrested within a 12 month post-graduation period and no more than 25% of graduates within a 24 month post-graduation period.

III. TARGET POPULATION

The Orange County Adult Drug Court Program will target the following adult offender population:

- Non-violent male and female offenders age 18 and older.
- Offenders arrested that are High Risk and Needs Felony Offenders
- Offenders charged with a felony drug/alcohol related offense
- Offenders who are Orange County residents
- Offenders who are experiencing chemical dependency/ abuse or dual diagnosis
- Offenders who are on Community Supervision for a non-drug or alcohol related offense, who have technical violations, are assessed to be High Risk and Needs with a drug and or alcohol problem and need treatment as an alternative to incarceration.

IV. ELIGIBILITY AND DISQUALIFICATION CRITERIA

A. ELIGIBILITY CRITERIA

Consideration for admission to the Orange County Adult Drug Court Program will be limited to those offenders who:

1. Are assessed to be of sufficient mental capacity to hear, understand and respond in writing as a participant in the treatment program.
2. Meet the eligibility criteria adopted by the 9th Circuit Judiciary for pre-trial release.
3. Are charged with a non-violent drug offense or related drug offense.
4. Must be a non-violent offender.
5. There is no evidence of drug dealing.
6. Individual has a serious drug/ alcohol problem in need of treatment.
7. The final determination for admission will be made by the State Attorney's office for all Diversion Track referrals and the Drug Court Program Judge for all other referrals.

B. DISQUALIFICATION CRITERIA

Offenders will be ineligible for participation in the program based on the following guidelines:

1. Have been charged with a First or Second Degree Felony.
2. Have a propensity for violence.
3. Have any evidence or history of dealing or selling drugs.
4. The State Attorney's office is not limited to these factors, and will use any resource available to make a proper recommendation at their discretion.

See Appendices A, B, and C for Amended Administrative Orders Governing the Drug Court Program in Orange County

V. TRANSFERS OF JURISDICTION ELIGIBILITY AND DISQUALIFICATION CRITERIA

A. ELIGIBILITY CRITERIA FOR CASES TRANSFERRING TO ORANGE COUNTY

Consideration for admission to the Orange County Adult Drug Court Program will be limited to those offenders who:

8. Are assessed to be of sufficient mental capacity to hear, understand and respond in writing as a participant in the treatment program.
9. Meet the eligibility criteria adopted by the 9th Circuit Judiciary for pre-trial release.
10. Are charged with a non-violent drug offense or related drug offense.
11. Are non-violent offenders.
12. Exhibit no evidence of drug dealing.
13. Have a serious drug/alcohol problem in need of treatment.
14. Have no prior felony convictions.
15. Have never pled to / been sentenced on a felony case.
16. Are willing to enter a nolo contendere plea in the case's originating county with the condition that charges will be nolle prossed upon successful completion of the Orange County Adult Drug Court Program.

PLEASE NOTE: For any case where restitution/cost of investigation is ordered, the amounts and respective parties owed are to be stated as part of the nolo contendere plea entered in the transferring county. Once case jurisdiction is transferred to Orange County, the restitution/cost of investigation will be ordered within Orange County's Drug Court Contract.

B. DISQUALIFICATION CRITERIA FOR CASES TRANSFERRING TO ORANGE COUNTY

Offenders will be ineligible for participation in the program based on the following guidelines:

5. Have prior felony convictions.
6. Have a propensity for violence.
7. Have any evidence or history of dealing or selling drugs.

The State Attorney Office is not limited to these factors, and will use any resource available to make a proper recommendation at their discretion.

A. ELIGIBILITY CRITERIA FOR CASES TRANSFERRING FROM ORANGE COUNTY

Consideration for the opportunity to transfer case jurisdiction to another county's adult drug court program is limited to offenders who:

1. Are assessed to be of sufficient mental capacity to hear, understand and respond in writing as a participant in a substance use disorder treatment program.
2. Meet the eligibility criteria adopted by the 9th Circuit Judiciary for pre-trial release.
3. Are charged with a non-violent drug offense or related drug offense.
4. Are non-violent offenders.
5. Exhibit no evidence of drug dealing.
6. Have serious drug/ alcohol problem in need of treatment.
7. Have never pled to / been sentenced on a felony case
8. Are willing to enter a nolo contendere plea in the case's originating county with the condition that charges will be nolle prossed upon successful completion of an adult drug court program.

PLEASE NOTE: Upon being deemed eligible for participation in Orange County's Drug Court Program, the county of residence for the offender will be contacted regarding the possibility of transfer of jurisdiction to their county.

B. DISQUALIFICATION CRITERIA FOR CASES TRANSFERRING FROM ORANGE COUNTY

Offenders will be ineligible for participation in the program based on the following guidelines:

8. Have prior felony convictions.
9. Have a propensity for violence.
10. Have any evidence or history of dealing or selling drugs.

The State Attorney Office is not limited to these factors, and will use any resource available to make a proper recommendation at their discretion.

VI. PROCEDURAL INFORMATION REGARDING TRANSFERS OF JURISDICTION

A. PROCEDURAL ELEMENTS FOR CASES TRANSFERRING INTO OR OUT OF ORANGE COUNTY

Transferring jurisdiction to the Orange County Adult Drug Court Program or transferring case jurisdiction to another county's adult drug court program follows the following procedure:

1. Cases are reviewed by the Drug Court Program Office for program appropriateness.
2. Individuals are screened/interviewed by the Drug Court Program office to further determine eligibility.
3. The Orange County Drug Court Assistant State Attorneys review each case for suitability.
4. For cases transferring to Orange County, the Orange County Drug Court treatment provider may schedule an initial appointment with the individual to begin treatment assessments.
5. A nolo contendere plea is entered in the case's originating county with the condition that charges will be nolle prossed upon successful completion of an adult drug court program, and case jurisdiction is transferred. For cases transferring out of Orange County, a motion to transfer jurisdiction and venue and an agreed order are signed in open court. See Appendix D.

VII. COSTS AND OTHER RELATED FINANCIAL OBLIGATIONS

Each participant will be required to pay a **participation fee of \$900**. This flat fee is broken down into three (3) payments of \$300 each and payable to the Orange County Clerk of the Circuit Courts.

If changes to a participant's financial status occur during program participation, the participant may apply for a reduction in the program fee through their drug court program case manager, in accordance with the Orange County Adult Drug Court Program Fee Policy. The drug court program case manager will review all submitted documentation within three business days upon receipt, and will inform the participant as to the reduction review outcome within 24 hours of a final determination being made. See Appendix E.

All drug court program participants with court financial obligations (such as child support, restitution, crime victims fund, legal aid, fees, etc.) will be expected to make payments on a regular schedule. Participants may be required to show proof of payments to drug court program staff. If participant cannot make a payment, they may discuss their situation with staff ahead of time in order to make other arrangements. Failure to make timely payments (which includes drug court program fees) may result in delaying phase advancement and/ or completion of the program.

VIII. DRUG COURT PROGRAM TEAM

A. INTRODUCTION

The purpose of the Interdisciplinary Team is to provide a vehicle for decision making regarding participants referred to the program. Team members will collectively make objective decisions about the participant's admission to, progress of, and discharge from the Drug Court program. The team composition is such that all facets of the system will be available to provide input and recommendations to the drug court judge on a non-biased well informed level. Team members will work together in making decisions regarding the disposition of a participant's case. Other interested parties from the participating groups will provide input regarding programming and program progress.

B. TEAM MEMBERS

Team members will be as follows:

- Drug Court Judge
- Drug Court Program Office
- Assistant State Attorney
- Assistant Public Defender
- Department of Corrections Officers
- Treatment Provider Directors
- Stakeholders

C. COMMUNICATION BETWEEN TEAM MEMBERS

Communication between team members is a vital part of the drug court program process. This communication may be in the form of email, facsimile or telephonic conference. Consent for such communication amongst team members should be obtained from the client during the admission process for the duration of the individual's participation in the drug court program in compliance with 42 C.F.R. Part 2 and HIPAA.

Such communication should be limited to informing other team members about participation and progress prior to or while in treatment; including, but not limited to, diagnosis, attendance, cooperation, progress and prognosis. Should a member of the team feel that a matter requires resolution prior to the client's next scheduled court date, such as requesting a *capias* to be recalled, it is recommended that the initiating team member use email as the first form of communication in order to reach all appropriate team members simultaneously. This email should be clear and to the point, always including the Judge, the Drug Court Manager, the Assistant State Attorney and the Public Defender. Any additional team members should be included based upon their involvement with the particular client being addressed.

Position: Drug Court Judge

Reports to: 9th Judicial Circuit Chief Judge

Program Requirements:

- Participate in regular operational and developmental meetings.
- Provides training to new or replacement judges.
- Participates in regular cross-training with treatment team. Provides training to team as to the traditional role of the judge in comparison to the Drug Court role. Focuses on strengths based approaches in working with the offender.
- Participates in regular cross training with professionals trained in cultural competency.
- Acts as a mediator to develop resources and improve interagency linkages.
- Acts as a spokesperson to community and peers.
- Participates in regular cross-training of team with community representatives and treatment team.
- Presides over court session and maintains a therapeutic relationship with the offender.

Position: Drug Court Program Office

Reports to: 9th Judicial Circuit Court Administrator

Program Requirements:

- Participate in regular operational and developmental meetings.
- Provide training to new or replacement Court Coordinators.
- Contribute to client staffing.
- Participate in regular cross-trainings. Focuses on strengths based approaches.
- Organize events and meetings, compiling supporting materials, developing marketing strategies, creating a press package and acting as a media contact person.
- Write, distribute and evaluate treatment "Requests for Proposals".
- Collect criminological data to assist team in targeting. Create meaningful correlations of data and respond to data requests. Develop post-program tracking methodologies.
- Develop and maintain working relationship with law enforcement linkages.
- Provide continuing education and cross-training for team. Access Drug court research and national system of support.
- Prepare reports for staffing and assure timely dissemination of compliance information.

Position: **Assistant State Attorney**

Reports to: **Office of the State Attorney**

Program Requirements:

- Participate in regular operational and developmental meetings.
- Provide training to new or replacement Prosecutor.
- Participate in non- adversarial client staffing
- Participate in regular cross-trainings. Focuses on strengths based approaches.
- Participates in non-adversarial court session.
- Participate in regular cross-training with professionals trained in cultural competency.
- Spokesperson for program to the prosecuting attorneys association and community.

Position: Assistant Public Defender

Reports to: Office of the Public Defender

Program Requirements:

- Participates in regular operational and developmental meetings.
- Provide training to new or replacement Defense Attorney.
- Participates in client staffing
- Participates in non-adversarial client staffing and reviews treatment and supervision reports.
- Participates in regular cross-trainings. Focuses on strengths based approaches.
- Participates in non-adversarial court session and maintains a therapeutic relationship with the participant.
- Participate in regular cross-training with professionals trained in cultural competency.
- Spokesperson for program to defense bar and community.

Position: Treatment Provider Directors

Reports to: Orange County Board of Commissioners

Program Requirements:

- Participates in regular operational meetings. Provides training to new or replacement providers.
- Participates in incident staffing by providing progress reports, making recommendations, and identifying continuum of care.
- Identifies time frames for initial assessments and reassessment of treatment plan.
- Provides progress reports prior to client staffing. Coordinates continuum of care through regular contact with community supervision officer.
- Provides training on assessment basis of substance abuse, the impact of treatment on the offender, and the potential for relapse.
- Address therapeutic responses in client staffing.
- Provides regular cross-training for team.
- Participates in regular cross-training with professionals trained in cultural competency.
- Advocates for continuum of care beyond treatment continuum to be inclusive of other community-based services.
- Acts as spokesperson to community and peers.
- Notifies team of incidents of use and relapse.

Position: Department of Corrections Officers

Reports to: The Florida Department of Corrections

Professional Requirements:

- Participates in client staffing by providing progress reports, making recommendations, and identifying supervision and ancillary service needs.
- Coordinates continuum of care through regular contact with treatment staff.
- Provides progress reports prior to client staffing.
- Coordinates continuum of care through regular contact with treatment provider.
- Participates in regular cross-trainings. Focuses on strengths based approaches.
- Participates in regular cross-training with professionals trained in cultural competency.
- Advocates for continuum of care beyond treatment continuum to be inclusive of other community-based sources.
- Acts as spokesperson to community and peers.

Position: Drug Court Program Stakeholders

Reports to: Orange County Drug Court Program Office

Professional Requirements:

- Participates in client staffing by providing progress reports, making recommendations, and identifying supervision and ancillary service needs.
- Coordinates continuum of care through regular contact with treatment staff.
- Provides progress reports prior to client staffing.
- Coordinates continuum of care through regular contact with treatment provider.
- Participates in regular cross-training with professionals trained in cultural competency.
- Advocates for continuum of care beyond treatment continuum to be inclusive of other community-based sources.
- Acts as spokesperson to community and peers.

IX. STRUCTURE AND MODEL

A. INTRODUCTION

The Drug Court Program is a voluntary pre-adjudication and post-adjudication program for felony cases that diverts offenders from the traditional judicial process. See Appendices A, B and C.

B. PRE-SCREENING PROCESS

The Drug Court Program pre-screening process begins when an offender is placed on a judicial arraignment calendar. A preliminary screening of each judicial arraignment calendar by the drug court program office case managers occurs to identify case criteria that qualifies the offender for the Drug Court Program. The drug court program case managers will also check to see if the offender has any open/ pending cases in the Clerk of the Courts database along with any holds on the Orange County Jail website. This screening process includes verification of, but is not limited to, the following information:

1. The present charge or violation is a qualifying offense
2. The offender was intoxicated or under the influence of a controlled substance at the time of arrest.
3. The number of prior drug and alcohol related convictions
4. The number of prior felony convictions
5. The offender is a resident of Orange County

If it is deemed at the time of arraignment that the offender may be eligible for the drug court program, and it would be more beneficial to the offender, the community, and in the interest of public safety, the offender will be referred to the Drug Court Program for further screening and evaluation. A drug court referral will be submitted to the Drug Court Program Office for further processing by the Judge, the defense attorney, the state attorney, the drug court program office or any other interested party. See Appendix F.

C. DRUG COURT PROGRAM SCREENING

At the initial screening appointment (either in the office or at the jail) the drug court program will be explained to the offender. They will be advised that they may voluntarily participate and that if they do not chose to participate, their case will be returned to the referring division to continue in the judicial process. They are also advised of the participant requirements and the consequences for failure to complete the program. See Appendix G.

Along with the initial screening packet, the potential participant will complete a TCU Drug Screening tool to identify substances abuse history. See Appendix H.

D. SUBMISSION TO THE OFFICE OF THE STATE ATTORNEY AND THE TREATMENT PROVIDER

If after the initial screening the drug court program office case manager feels the offender is appropriate for participation the referral is then submitted to the Office of the State Attorney for a detailed review and approval of the offender's criminal history. The referral will also be submitted simultaneously to the treatment provider for assessment of suitability of the individual for participation in the drug court program.

E. ASSESSMENT

Upon receipt of the referral, the treatment provider will schedule the offender for an appointment to conduct the treatment assessment within 5 – 7 business days. Once the assessment has been completed, the treatment provider will provide the drug court program office with their finding of suitability for participation within 3 business days.

F. ENROLLMENT INTO PROGRAM.

The drug court program office will forward a completed referral, which must have eligibility approved by the Office of the State Attorney and approval for treatment participation by the treatment provider, to the Clerk of Courts to have the case placed on a Drug Court Contract Signing Docket. Prior to the contract signing date, the offender shall enter treatment and begin random urinalysis testing. The offender's progress in treatment shall be reported to the Drug Court Judge prior to the offender being ordered into the Drug Court Program.

Once participation eligibility is determined, the drug court program office case manager shall give notice to the referring division judicial assistant, the defense attorney and the assistant state attorney assigned to the case.

G. REFERRAL DENIAL

If after the initial screening the drug court program office case manager feels the offender is unsuitable for program participation, the referral is then denied and the case is referred back to the referring division. The drug court program office will forward a completed referral to the Clerk of Courts to have the case placed back on the referring division's judicial arraignment calendar. The drug court program case manager will also give notice of the denial to the referring division's judicial assistant, the defense attorney and the assistant state attorney assigned to the case.

X. PHASES, GRADUATION AND TERMINATION CRITERIA

A. PHASE STRUCTURE

The intensive 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 followed by decreasing levels of intensity and structure as a participant progresses successfully through the program. During the course of each phase, program participants are required to complete identified phase criteria to be eligible to progress to the next phase.

Consequently, the length of each phase will be determined by the participant and their progress in the program.

Phase I – Assessment, Orientation, and Stabilization

Minimum Length: 60 days

During this phase the following activities by the participant will occur:

- 3 group sessions per week.
- 6 individual counseling sessions during Phase I.
- 1 approved self-help meeting per week.
- Random urinalysis.
- Bi-weekly meetings with the Drug Court Judge.

Performance Indicators for movement to the next Phase:

- Minimum 85% Group Attendance Required
- Two (2) NA or AA sponsors with appropriate verification form.
- Thirty (30) consecutive substance free days to be eligible to move on to the next phase
- Or any other requirement set forth by a Team Member.

Phase II – Treatment and Education

Minimum Length – 60 days

During this phase the following activities by the participant will occur:

- 2 group sessions per week.
- 4 individual counseling sessions during Phase II.
- 2 approved self-help meetings per week.
- Random urinalysis.
- Bi-weekly meetings with the Drug Court Judge.

Performance Indicator for Phase movement:

- Minimum 85% Group Attendance Required
- One (1) Group Co-Facilitation
- Two (2) NA or AA sponsors with appropriate verification form.
- Thirty (30) consecutive substance free days to be eligible to move on to the next phase.
- Or any other requirement set forth by a Team Member.

Phase III – Education and Transition

Minimum Length –60 days

During this phase the following activities by the participant will occur:

- 1 group session per week.
- 3 individual counseling sessions during Phase III.
- 3 approved self-help meetings per week.
- Random urinalysis.
- Monthly meetings with the Drug Court Judge.

Performance Indicator for Phase movement:

- Minimum 85% Group Attendance Required
- One (1) Group Co-Facilitation
- Two (2) NA or AA sponsors with appropriate verification form.
- Thirty (30) consecutive substance free days to be eligible to move on to the next phase
- Or any other requirement set forth by a Team Member.

Phase IV – Aftercare

Minimum Length –30 days

During this phase the following activities by the participant will occur:

- 1 group session per week.
- Facilitate group discussion.
- Random urinalysis.
- Monthly meetings with the Drug Court Judge

Performance Indicator for Graduation movement:

- Facilitate one (1) group discussion (45 minutes) on personal experiences regarding recovery since completing the intensive outpatient program
- Two (2) approved NA or AA sponsors with verification form.
- Thirty (30) consecutive substance free days to be eligible to for graduation.
- Payment in full of all fees related to participation in the Drug Court program or approved waiver by the Drug Court team.
- Fulfillment of treatment plan goals.
- Program graduation is determined by the Drug Court Team.

B. TERMINATION RECOMMENDATION CRITERIA

The program participant may be terminated from the program if they meet one or more of the following program criteria:

- Participant petitions the Court for termination.
- Participant has exhibited violent behavior or threats of violent behavior toward self, others, or displayed inappropriate, disruptive, or non-compliant behavior.
- Participant has refused to satisfactorily participate in the program requirements.
- Participant has violated program rules.
- Participant is arrested, with or without conviction (Handled on a case-by-case basis).
- Participant absconds from the program.
- Participant's length of term on probation expires.

XI. INCENTIVES AND SANCTIONS

A. INTRODUCTION

The purpose of graduated incentives and sanctions in the drug court program is to provide a means of correcting negative behavior and rewarding positive behavior of a program participant. The implementation of sanctions and incentives will be rehabilitative and treatment oriented.

It is expected that the use of sanctions and incentives will help shape the offender's behavior during and after discharge from the program.

B. PARTICIPANT RULES AND CODE OF CONDUCT

Certain behaviors are expected of each participant. These "behavioral objectives" and program participant rules focus on behaviors that are acceptable and indicate the participant's performance progress in the program, focusing on the parts of the participant's life that are affected by identified Criminogenic Needs. Additional "behavioral objectives" may be added as the client progresses in the program.

Drug Court participants are required to abide by the following rules:

1. Appropriate clothing is expected at all times (shirt, pants and shoes for men; blouse, pants or skirt and shoes for women). This includes in court and at the treatment facility. Clothing bearing drug or alcohol related themes, or promoting or advertising alcohol or drug use are not allowed. Clients wearing clothing that bears too much skin or that does not fit appropriately may be asked to change. No gang colors or gang clothing shall be worn in court, during treatment, or to any meetings. Sunglasses and hats will not be worn inside the courtroom or to any drug court related meetings.
2. Clients are expected to attend all scheduled counseling sessions, educational meetings and court sessions unless receiving prior approval to be excused. You must arrive on time and not leave until the meeting is over. If you are late, you will not be allowed to attend the session and you will be considered absent. Arrangements must be made with your primary counselor to make up missed groups before your next court appearance. This includes treatment meetings, as well as, support group meetings (AA, NA, CA, etc.)
3. The following client actions will not be tolerated:
 - Threats of violence of any kind to staff or other clients; belligerent behavior; or acts of vandalism to property;
 - Use and/or possession of illegal drugs and/or alcohol;
 - Possession of any type of weapon;
 - Inappropriate sexual behavior or harassment;
4. Participants must notify staff of any arrest or court obligations.
5. While in the courthouse and during Drug Court sessions clients will be expected to maintain appropriate behavior at all times. The Drug Court Judge shall be addressed with respect. Clients will sit quietly in the audience and cell phones will be silenced.
6. Participants are expected to interact with the Judge by advising him/ her of their progress such as the number of groups attend. If any groups were missed acknowledgment and a plan as to when you will be making them up is expected. What phase you are participating in, etc. It is the client's responsibility to own up to any and all behavioral / attitude requirements, and to be accountable for their own actions.

C. INCENTIVES AND AWARDS

Incentives or "Rewards" are to be given as a positive reinforcement to the participant when they demonstrate progress or success in the program, such as:

- A+ Team/A Team
- Way to Go awards
- Reduced monthly status hearing dates
- Other incentives

D. SANCTIONS

Sanctions are consequences for non-compliance which include, but are not limited to: positive or presumptive drug screens, missed drug screens, missed groups or meetings, attendance below 85%, not completing community service hours by due date, inappropriate behavior, and missed court dates.

There isn't a valid excuse for a client missing a court appearance without notifying a team member in advance. In the case of an emergency, the client should make every attempt to contact a team member to make the team aware of the situation. Documentation needs to be provided to the treatment case manager when hospitalization or illness causes an absence.

Sanctions include, but are not limited to:

- Increased group attendance (After Phase I, group attendance is reverted to that of the previous phase).
- Community service hours
- Increased attendance at self-help meetings (If ordered to catch up on self-help meetings and the total amount owed did not decrease, then Court may impose community service hours).
- Incarceration
- Increased number of court appearances
- Expulsion from the program and reinstatement of traditional court proceeding

The Orange County Adult Drug Court Program utilizes graduated sanctions as follows:

1 st program violation	8 hours alternative community service
2 nd program violation	16 hours alternative community service
3 rd program violation	3 days in the Orange County Jail
4 th program violation	5 days in the Orange County Jail
5 th program violation	7 days in the Orange County Jail
6 th program violation	10 days in the Orange County Jail
7 th program violation	15 days in the Orange County Jail
8 th program violation	21 days in the Orange County Jai

E. ISSUANCE

Members of the Interdisciplinary Team will recommend the sanctions and incentives based upon a set of values that define the boundaries for issuance. The Drug Court Judge will have the final decision on any incentives or sanctions to be imposed after the case is staffed.

XII. TREATMENT PROTOCOL

A. INTRODUCTION

The goal of the Adult Drug Court Program Intensive Outpatient Treatment is to increase each participant's likelihood for successful rehabilitation through early, continuous and intensive outpatient treatment. In order to accomplish this goal, the program will provide evidence based and best practices proven, effective clinical treatment services that meet the individual needs of each client. Should a client's pattern of addiction require a more intensive level of care, the recommendation and referral into such services would be initiated by the treatment provider.

B. EVALUATION

Utilizing an approved and validated substance abuse evaluation instrument, containing at a minimum the elements defined in 65D-30.004 (14) F.A.C., the treatment provider will conduct a comprehensive substance abuse evaluation on all individuals referred by the Adult Drug Court Program. This evaluation will cover any medical or psychiatric occurrences within the LAST TWO years. Based on the results of the evaluation, the client will be referred to the most appropriate treatment modality provided by an approved treatment provider

C. CASE MANAGEMENT

Once referred to a treatment provider, the participant will be assigned to a treatment case manager, who will assist with referrals to other agencies as needed, track their progress in treatment and supervise the client in the community.

D. TREATMENT SERVICES

The treatment provider will provide the following services; individual therapy, group therapy, self-help and support groups, relapse prevention counseling, aftercare, drug testing and HIV overlay services to individuals ordered into the program.

Individual Therapy – Individual therapy services are provided by counselors as prescribed in the individual treatment plan. The purpose of individual therapy is to give the client a confidential one-on-one setting to discuss his/ her substance abuse issues and explore thoughts and concerns that are personal. The goals of therapy are the development of self-understanding, cognitive redirection and therapeutic encouragement.

Group Therapy – counselors provide substance abuse group therapy services by the individual treatment plan and the program phase. During group therapy, clients learn to share their thoughts and feeling openly, realize that they are not alone (universalize), model and learn new behaviors from others, practice showing empathy and concern for others and develop new social skills of cooperation, learn to give and receive feedback, problem solve and teamwork.

Self-Help and Support Groups – Participation in self-help and other support group activities is vital to ensuring extended support beyond the treatment episode. The Center's staff is sensitive to the need for matching individual clients to a "home group" of people with similar backgrounds, culture, experience and comfort level.

Relapse Prevention Counseling – A Relapse Prevention Plan is a critical component of each participant's Transition Plan. Counselor's help participants develop skills, resources, and competencies that are designed to promote their successful reintegration into the community while insulating them against relapse.

Aftercare –During this final phase of treatment, clients attend groups once a week. It is during this period that the client is asked to facilitate group discussions and function as a role model for those less experienced clients who are in earlier stages of treatment/recovery.

Drug Testing – Drug Testing will occur on a random basis throughout an individual's participation in treatment providers' Adult Drug Court Intensive Outpatient Treatment Program. Drug testing will be appropriately used as part of an overall process for holding participants accountable. All testing will be facilitated by the assigned Case Manager.

E. MAINTENANCE OF RECORDS

The treatment provider will provide bi-weekly progress reports for each participant reflecting their attendance and progress in treatment. These reports will be provided electronically to the Orange County Drug Court Program Office.

The treatment provider will also provide monthly reports on each client. The reports shall include admission, intake and orientation dates, treatment services (individual and group sessions), case management services, and drug testing services. The report shall also include the clients' successful or unsuccessful discharge date if applicable. This monthly report will accompany the monthly invoice.

F. REPORTING REQUIREMENTS:

1. The treatment provider shall maintain complete client records on site as required by state licensure requirements and which document at least the minimum contacts with participants as outlined in the community supervision section.
2. The treatment provider shall participate in all drug court team meetings, case staffings and status hearing.
3. The treatment provider shall provide status summaries, utilizing a format approved by the Court, which outlines each participant's attendance and progress in treatment, urinalysis results, amount of self-helps owed, amount of community service hours owed, employment and housing.
4. Any positive drug testing results or other issues of noncompliance shall be reported to the Court within one (1) working day by the treatment provider, so that the participant may be scheduled to appear before the Court.
5. The treatment provider will also provide a monthly invoice by the fifteenth (15th) of each month, for the previous month which includes the following information to the Drug Court Program Office which reflects the monthly total of:
 1. Number of referrals received.
 2. Number of evaluations completed
 3. Number of participants referred to treatment and modality
 4. Total active caseload
 5. Number of successful discharges
 6. Number of unsuccessful discharges
 7. Group sessions attended by clients
 8. Individual sessions attended by clients

XIII. COMMUNITY SUPERVISION PROTOCOL

A. INTRODUCTION

Participants in the drug court program will be supervised by the treatment provider drug court case managers and the department of corrections officers (when appropriate).

B. Level I

During this level of supervision, the participant is in the pre-arraignment and/or Phase I of treatment. The following minimum contacts shall be made with the participant while in level one:

- a. One 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 and monthly thereafter, and within fifteen (15) calendar days following a residence change.
- b. One face-to-face contact with the participant at their residence or other field location per month.
- c. One verification of the participant's employment or school attendance per month.
- d. One collateral contact with a non-criminal justice resource agency or individual per month.
- e. One collateral contact with the participant's probation officer per month.

C. Level II

During this level of supervision, the participant has been court ordered into the program and is in Phase I or Phase II of treatment. The following minimum number of contacts shall be made with the participant while in level two:

- a. One 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 face-to-face contact with the participant at their residence or other field location per month.
- c. One verification of the participant's employment or school attendance every two (2) months.
- d. One collateral contact with non-criminal justice resource agency or individual
- e. One collateral contact with the participant's probation officer per month.
- f. One court indebtedness check per month

D. Level III

During this level of supervision, the participant has entered Phase III or the Aftercare Phase of treatment. The following minimum number of contacts shall be made with the participant during level three:

- 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. One face-to-face contact with the participant at their residence or other field location on a quarterly basis.
- b. One verification of the participant's employment or school attendance on a quarterly basis.
- c. One collateral contact with a non-criminal justice resource agency or individual on a quarterly basis.
- d. One collateral contact with the participant's probation officer per month.
- e. One court indebtedness check per month.

XIV. TESTING PROTOCOL

Utilizing test kits or other methodology supplied by the treatment provider, which are approved by the FDA and the County, the treatment provider shall conduct random mandatory urinalysis testing on every participant in the program. At a minimum, each participant shall be tested for cocaine, marijuana, opiates, amphetamines, benzodiazepines and alcohol. Other testing may be required based on participant's drug choice. Staff involved in collecting and processing the samples shall have certification from appropriate certification authorities, which validate the testing process. The testing shall be conducted as follows:

- a. All samples collected shall be observed by a staff member of the same sex as the participant. Samples shall be collected utilizing approved chain of custody procedures in order to maintain the integrity of the process.
- b. Utilizing a color code system (using a dedicated phone line for the participants to learn the color (s) of the day to report for drug testing) or other approved method of the firm shall conduct random weekly testing on all participants.
- c. Participants in all Level I and II supervision shall be tested a minimum of two (2) times per week.
- d. Participants in Level III supervision shall be tested a minimum of one (1) time per week.
- e. If a participant contests the result of the presumptive urinalysis testing, the firm shall have the capability of confirming the initial results. This confirmation analyses must be conducted by a licensed clinical reference laboratory utilizing Gas Chromatography/Mass Spectrometry methodology. If a client contests a positive test, the treatment provider shall bring the lab confirmation to the court session at which time the client may receive a sanction.

XV. PROGRAM EVALUATION

A. INTRODUCTION

The Evaluation Design of the drug court program will measure outcomes as outlined in the Goals and Objectives section. The primary areas to be measured are (1) Screening timeliness, (2) Assessment timeliness, (3) Effective Court Supervision, (4) Integration of drug treatment and education and rehabilitation services and (5) public safety.

B. PROCESS

Initially, the program will have a capacity of 200 clients. When arrested, screened and assessed, the offenders will be referred alternately to the drug court program. Attempts will be made to maintain a demographical proportionate population in each group regarding age, race and sex.

The 200 offenders referred or participating in the program will be tracked through local law enforcement, court and probation records as a comparison. The output and outcome measures indicated in the Goals and objectives will be the basis of the data gathering.

C. EXIT SUREVEYS

If an exit survey is part of a funding requirement that an individual is participating under, then the treatment provider will conduct one. The Drug Court Program Office is in the process of implementing an exit survey for all participants prior to their last court hearing.

D. RECOMMENDATIONS

After the information is gathered and evaluated, recommendations will be made regarding the following:

- Program need
- Program design
- Program implementation and service delivery
- Program outcomes/impact on the community
- Program efficiency/ cost effectiveness

Program outcomes regarding re-arrest, program retention and other factors will occur when the offender has been out of the program for at least 12 months and 24 months.

XVI. PROGRAM MONITORING AND DESK REVIEW

The Orange County Adult Drug Court Program (OCDCP) will conduct annual site visits to all contractors' work performance sites in addition to conducting performance desk reviews. Monitoring occurs as frequently as required based on project activities, programmatic and financial reports, or potential risk. See Appendices G and H.

Monitoring is the process by which the OCDCP verifies contractor compliance with all applicable state and federal rules and regulations for use of contracted funds. Monitoring also assures the contractor is operating the program as agreed, completing activities/objectives, following appropriate fiscal procedures and meeting requirements related to civil rights compliance. During the site visit the Program Manager will use the attached checklist to fulfill the requirements of the monitoring visit.

During the monitoring site visit, the Program Manager will obtain and review documentation that supports program activities and expenditures. Documentation consists of any hard copy or electronic documents, including invoices, policies and procedures, logs, timesheets, etc., that provide evidence that an activity or expenditure claimed by the contractor actually occurred. Each question in the checklist indicates specific documentation that is required to be obtained from the contractor or if the completion of the checklist question will be adequate support. In addition, the Program Manager will use their own judgment in deciding what additional documentation is needed to support expenditures and program activities.

The length of a site visit varies based on many factors, including the number and complexity of contracts being monitored, the nature of the program(s), and the number of participants. Most site visits can be completed in one day. The Program Manager will then have 45 days from the end of the site visit to complete site visit documentation, including post-site visit letters and site visit reports that will be submitted to the contractor and the 9th Circuit Problem Solving Court Manager.

To prepare for the site visit, the Program Manager must complete a desk review within 60 days of the start date of the site visit. This will assist the Program Manager in reviewing the financial, administrative, and programmatic soundness of the contract, and identify any non-compliance or areas of concern which should be addressed in detail with the contractor on-site. Program managers should print a copy of the desk review to take on-site to be used to follow-up on issues identified during the desk review.

XVII. COMMUNITY PARTNERSHIPS

INTRODUCTION

The Orange County Adult Drug Court Program has developed collaborative partnerships among private community-based organizations and public criminal justice agencies. Forming such collaborative partnerships has allowed our program to expand the continuum of services available to the drug court participants and informs the community about drug court concepts.

Such partnerships exist with the following entities:

- **The Lakeside Behavioral Healthcare Center** provides comprehensive community behavioral healthcare services to the Orange County community.

Lakeside Behavioral Healthcare, Inc.
1800 Mercy Drive
Orlando, Florida 32808
Phone: 407-532-1077

- **The Orange Blossom Family Health Center** provides health services for homeless individuals with an income below 200% of the current federal poverty guidelines.

Orange Blossom Family Health Center
232 N. Orange Blossom Trail
Orlando, Florida 32805
Phone: 407-428-5751

- **The Orange County Alternative Community Service Program** is available to participants to allow them to complete court ordered community service work.

Alternative Community Service
3723 Vision Blvd., 2nd Floor, Central Intake
Orlando, Florida 32808
Phone: 407-836-3122

- **The Orange County Work Release Center** is a dormitory housing facility under the direct supervision of the Orange County Jail Facility. This facility provides housing for inmate working in the community.

Work Release Center
130 W. Kaley St.
Orlando, Florida 32806
Phone: 407-836-4400

- **The Orlando Probation and Restitution Center** is a traditional half-way house while also being a residential treatment facility under the direct supervision of the Department of Corrections.

Orlando Probation and Restitution Center
644 Ferguson Drive
Orlando, Florida 32805
Phone: 407-290-0888

- **Wayne Densch Center Inc.** offers temporary housing for homeless persons with substance abuse and mental health issues.

Wayne Densch Center Inc.
100 Kingston Court
Orlando, Florida 32810
Phone: 407-599-3900

XVIII. RECORDS RETENTION

CASE RELATED RECORDS NOT IN THE CUSTODY OF THE CLERK AND /OR NOT IN CASE FILE

This record series includes records that are related to a trial court records as defined in Rule 2.420, Florida Rules of Judicial Administration, because they are not filed with the clerk of court and are not included in the court file. These records include, but are not limited to, drug court evaluation and progress reports, mediation reports, deferred prosecution and diversion records, and arbitration reports. Case-related trial court documents may be destroyed or disposed of after a judgment has become final in record accordance with the following schedule:

RETENTION:

(A) 60 days—Parking tickets and noncriminal traffic infractions after required audits have been completed.

(B) 2 years—Proceedings under the Small Claims Rules, Medical Mediation Proceedings.

(C) 5 years—Misdemeanor actions, criminal traffic violations, ordinance violations, civil litigation proceedings in county court other than those under the Small Claims Rules, and civil proceedings in circuit court except marriage dissolutions and adoptions.

(D) 10 years—Probate, guardianship, and mental health proceedings.

(E) 10 years—Felony cases in which no information or indictment was filed or in which all charges were dismissed, or in which the state announced a nolle prosequi, or in which the defendant was adjudicated not guilty.

(F) 75 years—Juvenile proceedings containing an order permanently depriving a parent of custody of a child, and adoptions and all felony cases not previously destroyed.

(G) Juvenile proceedings not otherwise provided for in this subdivision shall be kept for 5 years after the last entry or until the child reaches the age of majority, whichever is later

(H) Marriage dissolutions—10years from the last record activity. The court may authorize destruction of court records not involving alimony, support, or custody of children 5 years from the last record activity.

GRANT FILES

This record series consists of financial, management, and any other related material which is generated subsequent to application for or expenditure of grant funds. These files include all applications, supporting documentation, contracts, agreements, and routine reports. Check with applicable grant agency for any additional requirements. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received. See also "PROJECT FILES: FEDERAL", and "PROJECT FILES: NONCAPITAL IMPROVEMENT."
"These records may have archival value."

RETENTION: 5 fiscal years after completion of project.
PROJECT FILES: FEDERAL

This record series consists of original approved project contracts, agreements, awards, and line-item budgets, budget amendments, cash requests, correspondence, and audit reports. See also "GRANT FILES" and "PROJECT FILES: CAPITAL IMPROVEMENT."

RETENTION: 5 years.

XIX. ETHICS AND CONFIDENTIALITY STATEMENT

A. ETHICS

All persons/agencies participating in the implementation, administration and operation of the drug court program will operate under the strictest guidance of the ethics governing their respective organization and/or profession. They will conduct themselves, when working with the public and the program participants, in a manner so as not to compromise these ethics, setting an example of exemplary professional conduct that will gain and maintain the respect and support of the program from the citizens of Orange County and the State of Florida.

B. CONFIDENTIALITY

All matters regarding the program participant, not considered by law to be a matter of public record will be held by program staff and participant agencies in the highest level of confidentiality according to the state and federal confidentiality laws, notably Title 42 of the United States Code, sections 2990dd-2 and the Health Insurance Portability and Accountability Act of 1996 (HIPPA). The respective sections of the Code of Federal Regulations for these laws are 42 C.F.R. Part 2 and 45 C.F.R. parts 160 and 164. All public records requests for documents received by the drug court program office will be referred to the originating agency.

XX. APPENDICES

- A. AMENDED ADMINISTRATIVE ORDER GOVERNING THE DRUG COURT PROGRAM IN ORANGE COUNTY**
- B. AMENDED ADMINISTRATIVE ORDER GOVERNING THE FELONY (NON-VOP) POST-PLEA DRUG COURT PROGRAM IN ORANGE COUNTY**
- C. AMENDED ADMINISTRATIVE ORDER GOVERNING THE FELONY POST-PLEA (VIOLATION OF PROBATION) DRUG COURT PROGRAM IN ORANGE COUNTY**
- D. DRUG COURT PROGRAM REFERRAL**
- E. DRUG COURT PROGRAM OFFICE SCREENING TOOL**
- F. DRUG COURT PROGRAM TCU DRUG SCREENING TOOL**
- G. ORANGE COUNTY ADULT DRUG COURT PROGRAM DESK REVIEW**
- H. ORANGE COUNTY ADULT DRUG COURT PROGRAM MONITORING VISIT CHECKLIST**

APPENDIX A

ADMINISTRATIVE ORDER
NO. 2000-18-05

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

**AMENDED ADMINISTRATIVE ORDER GOVERNING THE DRUG COURT
PROGRAM IN ORANGE COUNTY**

WHEREAS, section 948.08(6)(a), Florida Statutes, and the inherent authority of the Ninth Judicial Circuit allows for the establishment of a Pre-Trial Substance Abuse Education and Intervention Program; and

WHEREAS, funding has been obtained to establish a program to provide drug treatment through a program to be known as "Drug Court;" and

WHEREAS, the proper implementation of a Pre-Trial Substance Abuse Education and Intervention Program authorized by section 948.08(6)(a), Florida Statutes, would provide a valuable alternative to prosecution in appropriate drug cases;

NOW, THEREFORE, I, Belvin Perry, Jr., pursuant to the authority vested in me as Chief Judge of the Ninth Judicial Circuit of Florida under Florida Rule of Judicial Administration 2.215 hereby order the following effective immediately and to continue until further order:

1. A Pre-Trial Substance Abuse Education and Intervention Program hereinafter referred to as "Drug Court" was approved in Orange County and began operating on August 11, 2000.
2. The procedure for placement of eligible defendants into Drug Court is as follows:
 - a. The Orange County Corrections Pre-Trial Services Unit shall conduct the initial screening of defendants at the Orange County Jail upon arrest and shall refer those defendants who seem to qualify for Drug Court to the Drug Court Office.

b. The referral of a defendant into Drug Court may be made by any of the criminal trial divisions with no plea taken, and may be made by defense counsel, the State Attorney's Office, the Court, the Drug Court Office, the Pretrial Services Unit of the Orange County Department of Corrections, or any other interested party. As part of the referral, the referring person/agency shall initiate the issuance of a Drug Court Referral Form (hereinafter referred to as "Referral Form") and shall submit the Referral Form to the Drug Court Office or place the Referral Form in any Drug Court Basket in any criminal courtroom for screening and assessment. All necessary information regarding the defendant shall be provided on the Referral Form. Screening and assessment shall include a determination of eligibility of the offense, and eligibility of the defendant's criminal history.

c. If the Drug Court Office approves the Referral Form, the Drug Court Office shall fax the Referral Form to the Center For Drug Free Living (hereinafter referred to as the Center) for assessment of suitability of the defendant for participation in Drug Court. At the same time the Drug Court Office will send the original Referral Form to the State Attorney's Office. Upon receipt of the Referral Form, the State Attorney's Office shall determine whether or not the defendant is eligible, shall indicate this information on the Referral Form, and shall forward the Referral Form back to the Drug Court Office. The Drug Court Office will then forward the completed Referral Form to the Clerk of Court's Office for placement of the case on the Drug Court Contract Signing docket. Prior to the contract signing, the defendant shall enter treatment and shall begin random urinalysis testing. The defendant's progress as to the treatment and random urinalysis testing shall be reported to the Drug Court Judge prior to the defendant being ordered into Drug Court.

d. At the Drug Court Contract Signing if the defendant elects to participate in Drug Court, the defendant shall sign the Drug Court Agreement. If the defendant elects not to participate in Drug Court or if the Subdivision 10 Judge determines that the defendant is not appropriate for Drug Court, then the case shall be returned to the original trial subdivision.

e. Cases where the defendants have been rejected from participating in Drug Court, or cases where the defendants have chosen to opt out of Drug Court, shall be re-assigned back to the subdivision where the case was originally assigned.

f. A copy of the completed Referral Form shall be forwarded by the Drug Court Office, to the assigned trial judge, to defense counsel, and to the State Attorney's Office.

g. In cases where the defendants have successfully completed the Drug Court Program, the State Attorney shall file a nolle prosequi.

3. All defendants participating in Drug Court shall pay a fee of \$900.00 dollars to the Drug Court Program. This fee must be paid to the Clerk of Court. The Clerk of Court shall retain \$15.00 from each \$900.00 fee for processing costs. The remainder of those fees, pursuant to an agreement with the Clerk of Court, shall be remitted by the Clerk to the Orange County Drug Abuse Trust Fund established by the Board of County Commissioners, Orange County.

Administrative Order No. 2000-18-04 is vacated and set aside and has been incorporated and/or amended herein.

DONE AND ORDERED at Orlando, Florida, this 24th day of February, 2010.

_____/s/_____
Belvin Perry, Jr.
Chief Judge

Copies to:
Clerk of Courts, Orange County
Clerk of Courts, Osceola County
General E-Mail Distribution List
<http://www.ninthcircuit.org>

APPENDIX B

ADMINISTRATIVE ORDER
NO. 2003-04-02

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

**AMENDED ADMINISTRATIVE ORDER GOVERNING THE FELONY
(NON-VOP) POST-PLEA DRUG COURT PROGRAM IN ORANGE COUNTY**

WHEREAS, pursuant to the success of the Drug Court Program currently in effect in the Criminal Justice Division of the Ninth Judicial Circuit for eligible pre-plea felony drug cases and post-plea felony violation of probation cases in Orange County, expansion of the Drug Court Program to include additional eligible post-plea felony cases will provide a substantial benefit to the criminal justice system and the community as a whole;

NOW, THEREFORE, I, Belvin Perry, Jr., pursuant to the authority vested in me as Chief Judge of the Ninth Judicial Circuit of Florida under Florida Rule of Judicial Administration 2.215 hereby order the following, **effective immediately** and to continue until further order:

1. The Drug Court Program (hereinafter referred to as "Drug Court") in Orange County for eligible pre-plea felony drug cases per Administrative Order No. 2000-18-05 (as amended) and for eligible post-plea felony violation of probation cases per Administrative Order No. 2001-19-01 (as amended) provides for the inclusion of eligible post-plea felony cases.

2. **Eligible Offenses**: Offenses eligible for inclusion in Drug Court are the following:

- a. Possession of a controlled substance;
- b. Purchase of a controlled substance;
- c. Obtaining a controlled substance by fraud;
- d. Introduction of a controlled substance into a correctional facility;
- e. Theft related crimes;

- f. Dealing in stolen property;
- g. Burglary of a conveyance;
- h. Forgery;
- i. Felony criminal mischief;
- j. False verification of ownership to pawn broker;
- k. Felony prostitution;
- l. Any other non-violent 3rd degree felony.

3. **Eligible Defendants**: Defendants who are eligible for inclusion in Drug Court must be Orange County residents who have a serious alcohol or other drug problem and are **non-violent offenders**;

4. **Non-Eligible Defendants**: Defendants who are not eligible for inclusion in Drug Court are the following:

a. Defendants who have been previously ejected from the pre-plea Drug Court Program or the post-plea violation of probation Drug Court Program;

b. Defendants who have prior forcible felony conviction(s) as defined in section 776.68, Florida Statutes;

c. Defendants who are currently on parole;

d. Defendants who are currently on felony probation for an ineligible offense(s);

e. Defendants who have career criminal status;

f. Defendants who score more than 60 points on the scoresheet;

g. Defendants who have prior conviction(s) for trafficking in controlled substances;

h. Defendants who have prior conviction(s) for the sale and delivery of controlled substances shall be reviewed on a case by case basis.

5. The procedure for placement of eligible defendants into Drug Court is as follows:

a. The referral of a defendant into Drug Court may be made by any of the criminal trial divisions with no plea taken, and may be made by defense counsel, the State Attorney's Office, the Court, the Drug Court Office, the Pretrial Services Unit of the Orange County Department of Corrections, or any other interested party. As part of the referral, the referring person/agency shall initiate the issuance of a Drug Court Referral Form (hereinafter referred to as "Referral Form") and shall submit the Referral Form to the Drug Court Office or place the Referral Form in any Drug Court Basket in any criminal courtroom for screening and assessment. All necessary information regarding the defendant shall be provided on the Referral Form. Screening and assessment shall include a determination of eligibility of the offense, and eligibility of the defendant's criminal history.

b. If the Drug Court Office approves the Referral Form, the Drug Court Office shall fax the Referral Form to the Treatment Provider for assessment of suitability of the defendant for participation in Drug Court. At the same time the Drug Court Office will send the original Referral Form to the State Attorney's Office. Upon receipt of the Referral Form, the State Attorney's Office shall determine whether or not the defendant is eligible, shall indicate this information on the Referral Form, and shall forward the Referral Form back to the Drug Court Office. The Drug Court Office will then forward the completed Referral Form to the Clerk of Court's Office for placement of the case on the Drug Court Contract Signing docket. Prior to the contract signing, the defendant shall enter treatment and shall begin random urinalysis testing. The defendant's progress as to the treatment and random urinalysis testing shall be reported to the Drug Court Judge prior to the defendant being ordered into Drug Court.

c. At the Drug Court Contract Signing if the defendant elects to participate in Drug Court, the defendant shall enter a plea admitting the offense and shall sign the Drug Court Agreement. If the Subdivision 10 Judge agrees that Drug Court is appropriate for the defendant, he/she shall sentence the defendant to a term of no less than three years of probation with a

special condition of "the successful completion of Drug Court according to the terms of the Drug Court Agreement." All other standard and any other special conditions as needed shall be imposed. If the defendant elects not to participate in Drug Court or if the Subdivision 10 Judge determines that the defendant is not appropriate for Drug Court, then the case shall be returned to the original trial subdivision.

d. A copy of the completed Referral Form shall be forwarded by the Drug Court Office, to the assigned trial judge, to defense counsel, and to the State Attorney's Office.

e. The defendant shall be supervised by the Florida Department of Corrections and case management shall be administered by the Treatment Provider.

f. Should the defendant be ejected from Drug Court as a result of a program violation, the Florida Department of Corrections shall initiate an affidavit of violation of probation and shall submit the affidavit to the Subdivision 10 Judge. Nothing herein shall prohibit the Florida Department of Corrections from filing a violation of probation for any failure of the defendant to comply with conditions of probation. If the Subdivision 10 Judge determines that there is a legal basis to do so, he/she shall issue a warrant for violation of probation. Upon arrest on the violation of probation warrant, the Subdivision 10 Judge shall resolve the violation of probation proceeding via a plea or hearing and impose a sentence if appropriate. The Court shall not reinstate or resentence the defendant to Drug Court as part of the disposition of the violation of probation.

g. Should the defendant successfully complete Drug Court and comply with all other special and standard conditions of probation (including restitution) the Court shall give due consideration to the early termination of probation.

6. All defendants participating in Drug Court shall pay a fee of \$900.00 dollars to the Drug Court Program. This fee must be paid to the Clerk of Court. The Clerk of Court shall retain \$15.00 from each \$900.00 fee for processing costs. The remainder of those fees, pursuant to an agreement with the Clerk of Court, shall be remitted by the Clerk to the Orange County Drug Abuse Trust Fund (Source Revenue # 4599, a designated account for Drug Court

funding goals and objectives) established by the Board of County Commissioners, Orange County.

7. The procedures in this Order are applicable specifically to eligible post-plea felony cases only and are in addition to the procedures in Administrative Order No. 2000-18-05 (as amended) and Administrative Order No. 2001-19-02 (as amended) which shall remain in effect.

Administrative Order No. 2003-04-01 is vacated and set aside and has been incorporated and/or amended herein.

DONE AND ORDERED at Orlando, Florida, this 1st day of August, 2012.

_____/s/_____
Belvin Perry, Jr.
Chief Judge

Copies to:
Clerk of Courts, Orange County
Clerk of Courts, Osceola County
General E-Mail Distribution List
<http://www.ninthcircuit.org>

APPENDIX C

ADMINISTRATIVE ORDER
NO. 2001-19-02

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

**AMENDED ADMINISTRATIVE ORDER GOVERNING THE FELONY POST-PLEA
(VIOLATION OF PROBATION) DRUG COURT PROGRAM IN ORANGE COUNTY**

WHEREAS, pursuant to the success of the Drug Court Program currently in effect in the Criminal Justice Division of the Ninth Judicial Circuit for eligible pre-plea felony drug cases in Orange County, expansion of the Drug Court Program to include eligible post-plea felony violation of probation cases will provide a substantial benefit to the criminal justice system and the community as a whole;

NOW, THEREFORE, I, Belvin Perry, Jr., pursuant to the authority vested in me as Chief Judge of the Ninth Judicial Circuit of Florida under Florida Rule of Judicial Administration 2.215 hereby order the following, **effective immediately** and to continue until further order:

1. the Drug Court Program (hereinafter referred to as "Drug Court") in Orange County for eligible pre-plea felony drug cases per Administrative Order No. 2000-18-05 (as amended) provides for the inclusion of eligible post-plea felony violation of probation cases.

2. **Eligible Offenses**: Offenses eligible for inclusion in Drug Court for which defendants were placed on probation for are the following:

- a. Possession of a controlled substance;
- b. Purchase of a controlled substance;
- c. Obtaining any controlled substance by fraud;
- d. Introduction of contraband into a correctional facility (incidental to booking);
- e. Theft related crimes;

- f. Dealing in stolen property;
- g. Burglary of a conveyance;
- h. Forgery;
- i. Felony criminal mischief;
- j. False verification of ownership to pawn broker;
- k. Felony prostitution;
- l. Any other non-violent 3rd degree felony.

3. **Eligible Violation of Probation Cases:** Violation of probation cases which are eligible for inclusion in Drug Court are those cases where the defendant has violated any technical term of probation or has committed a new criminal offense as stated above in section 2 of this Order. Defendant must reside in Orange County, Florida.

4. **Non-Eligible Violation of Probation Cases:** Violation of probation cases which are not eligible for inclusion in Drug Court are the following:

- a. Cases where the defendant has violated probation by the commission of a forcible felony offense as defined in section 776.08, Florida Statutes;
- b. Cases where the defendant scores more than 60 points on a score sheet for the violation of probation or for the newly committed criminal offense;
- c. Cases where the minimum mandatory state prison sentences are mandated for the violation of probation or newly committed criminal offense.

5. **Non-Eligible Defendants:** Defendants who are not eligible for placement into Drug Court are those defendants who have been previously ejected from the pre-plea Drug Court Program and defendants who have a criminal history of conviction or finding of guilt for violent felonies, and trafficking in controlled substances.

6. The procedure for placement of eligible defendants into Drug Court is as follows:

a. The referral of a defendant into Drug Court may be made by any of the criminal trial divisions with no plea taken, and may be made by defense counsel, the State Attorney's Office, the Court, the Drug Court Office, the Pretrial Services Unit of the Orange County Department of Corrections, or any other interested party. As part of the referral, the referring person/agency shall initiate the issuance of a Drug Court Referral Form (hereinafter referred to as "Referral Form") and shall submit the Referral Form to the Drug Court Office or place the Referral Form in any Drug Court Basket in any criminal courtroom for screening and assessment. All necessary information regarding the defendant shall be provided on the Referral Form. Screening and assessment shall include a determination of eligibility of the offense, and eligibility of the defendant's criminal history.

b. If the Drug Court Office approves the Referral Form, the Drug Court Office shall fax the Referral Form to the Treatment Provider for assessment of suitability of the defendant for participation in Drug Court. At the same time the Drug Court Office will send the original Referral Form to the State Attorney's Office. Upon receipt of the Referral Form, the State Attorney's Office shall determine whether or not the defendant is eligible, shall indicate this information on the Referral Form, and shall forward the Referral Form back to the Drug Court Office. The Drug Court Office will then forward the completed Referral Form to the Clerk of Court's Office for placement of the case on the Drug Court Contract Signing docket. Prior to the contract signing, the defendant shall enter treatment and shall begin random urinalysis testing. The defendant's progress as to the treatment and random urinalysis testing shall be reported to the Drug Court Judge prior to the defendant being ordered into Drug Court.

c. At the Drug Court Contract Signing if the defendant elects to participate in Drug Court, the defendant shall enter a plea admitting the violation and shall sign the Drug Court Agreement. If the Subdivision 10 Judge agrees that Drug Court is appropriate for the defendant, he/she shall sentence the defendant to a term of no less than three years of probation with a special condition of "the successful completion of Drug Court according to the terms of the Drug Court Agreement." All other standard and any other special conditions as needed shall be imposed. If the defendant elects not to participate in Drug Court or if the Subdivision 10 Judge determines that the defendant is not appropriate for Drug Court, then the case shall be returned to the original trial subdivision.

d. A copy of the completed Referral Form shall be forwarded by the Drug Court Office, to the assigned trial judge, to defense counsel, and to the State Attorney's Office.

e. The defendant shall be supervised by the Florida Department of Corrections and case management shall be supplied by the Treatment Provider.

f. Should the defendant be ejected from Drug Court as a result of a program violation, the Florida Department of Corrections shall initiate an affidavit of violation of probation and shall submit the affidavit to the Subdivision 10 Judge. Nothing herein shall prohibit the Florida Department of Corrections from filing a violation of probation for any failure of the defendant to comply with conditions of probation. If the Subdivision 10 Judge determines that there is a legal basis to do so, he/she shall issue a warrant for violation of probation. Upon arrest on the violation of probation warrant, the Subdivision 10 Judge shall resolve the violation of probation proceeding via a plea or hearing and impose a sentence if appropriate. The Court shall not reinstate or resentence the defendant to Drug Court as part of the disposition of the violation of probation.

g. Should the defendant successfully complete Drug Court and comply with all other special and standard conditions of probation (including restitution) the Court shall give due consideration to the early termination of probation.

APPENDIX D
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, STATE OF FLORIDA

STATE OF FLORIDA

CASE NO.: _____

V.

Division: _____

Defendant.

MOTION TO TRANSFER JURISDICTION AND VENUE FOR DISPOSITION
PURSUANT TO SECTION F.S. 910.035(5)

The Defendant in this cause, requests that this case which originated in Orange County, be transferred to _____ County, Florida, pursuant to Florida Statute 910.035(5).

Defendant hereby acknowledges that he/she is a qualified participant in a problem-solving court and may be eligible to have the case transferred to a county other than that in which the charge arose. The Defendant agrees to abide by the rules and procedures of the receiving county's problem-solving court.

The Defendant has previously requested approval of the transfer with the Orange County problem-solving court team (OCPSCT). The OCPSCT has approved my transfer and has reached out to the problem-solving court to which I have requested transfer and has received approval to have my case transferred to that problem-solving court.

The Defendant understands and acknowledges that he/she is responsible for court costs imposed by each participating jurisdiction and treatment fees if applicable. The Defendant also understands that upon successful completion of the problem-solving court program, the jurisdiction to which the case has been transferred shall dispose of the case. If the defendant does not complete the problem-solving court program successfully, the jurisdiction to which the case has been transferred shall dispose of the case within the guidelines of the Criminal Punishment Code

Defendant's Signature

Attorney's Signature and Bar #

Defendant's Mailing Address:

Attorney's Mailing Address:

() _____
Defendant's Phone Number

() _____
Attorney's Phone Number

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, STATE OF FLORIDA

STATE OF FLORIDA

CASE NO.: _____

V.

Division: _____

Defendant.

AGREED ORDER TO TRANSFER

The Defendant, _____ has requested that the case be transferred to _____ County, Florida, pursuant to section 910.035(5) (2015), F.S. and agrees to abide by the rules and procedures of the receiving county's problem-solving court. The Court upon motion hereby orders The Clerk of the Circuit Court for Orange County to transfer jurisdiction and venue of the case for disposition to _____ Judicial Circuit in and for _____ County Florida.

The Clerk of the Circuit Court for Orange County is directed to include if applicable:

- A copy of the probable cause affidavit;
- any charging documents in the case;
- all reports, witness statements, test results, evidence lists, and other documents in the case;
- the Defendant's mailing address and telephone number;
- the Defendant's written consent to abide by the rules and procedures of the receiving county's problem-solving court;
- the final disposition, plea agreements, or other forms of disposition.

DONE AND ORDERED this _____ day of _____, 2016, in Orange County, FL.

Reginald K. Whitehead, Circuit Judge

Copies furnished:
Assistant State Attorney's for both counties
Clerk of Courts
Attorney for Defendant
Problem-Solving Court Coordinators for both counties

APPENDIX E

Drug Court Program Reduction Request Form Summary

Client Name: _____

Case Number: _____

Total Gross Annual Income from Worksheet: \$ _____

Based upon FPL, client's program fee is reduced to: \$ _____
Total Program Fee

Total Program Fee/3 = \$ _____
Installment amount

Installment amounts must be paid to the Orange County Clerk of Courts

Client's Signature

Date

DC Case Manager

Date

DC Manager

Date

<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED

Calculating Gross Annual Income Worksheet***If you are paid hourly***

\$ _____ x _____ x 52 weeks ÷ 12 months = \$ _____
 (Pay before deductions) (# of hrs worked in 1 wk) (Gross monthly income)

If you are paid weekly

\$ _____ x 52 weeks ÷ 12 months = \$ _____
 (Pay before deductions) (Gross monthly income)

If you are paid bi-weekly

\$ _____ x 26 weeks ÷ 12 months = \$ _____
 (Pay before deductions) (Gross monthly income)

If you are paid twice a month

\$ _____ x 24 weeks ÷ 12 months = \$ _____
 (Pay before deductions) (Gross monthly income)

If you are paid monthly

\$ _____
 (Gross monthly income)

If you are not paid regularly

\$ _____ ÷ 12 months = \$ _____
 (Income from last year's tax return before deductions) (Gross monthly income)

Other gross monthly incomes =

\$ _____
 (Spouse's monthly income, second job, regular overtime, public assistance, child support, pension, Social Security, other)

Total of ALL gross monthly incomes =

\$ _____

\$ _____ x 12 months =

(Gross monthly income total)

\$ _____

(Total gross annual income)

2016 Federal Poverty Level Chart*

Household Size	100%= \$300 \$0 \$0	138%= \$400 \$100 \$0	150%= \$500 \$200 \$0	200%= \$600 \$300 \$0	250%= \$700 \$400 \$100	300%= \$800 \$500 \$200	400%= \$900 \$600 \$300
1	\$11,700	\$16,242	\$17,655	\$23,540	\$29,425	\$35,310	\$47,080
2	\$15,930	\$21,983	\$23,895	\$31,860	\$31,825	\$47,790	\$63,720
3	\$20,090	\$27,724	\$30,135	\$40,180	\$50,225	\$60,270	\$80,360
4	\$24,250	\$33,465	\$36,375	\$48,500	\$60,625	\$72,750	\$97,000
5	\$28,410	\$39,205	\$42,615	\$56,820	\$71,025	\$85,230	\$113,640
6	\$32,570	\$44,946	\$48,855	\$65,140	\$81,425	\$97,710	\$130,280
7	\$36,730	\$50,687	\$55,095	\$73,460	\$91,825	\$110,190	\$146,920
8	\$40,890	\$56,428	\$61,428	\$81,780	\$102,225	\$122,670	\$163,360

*Chart is for 48 contiguous states and the District of Columbia; for Hawaii and Alaska please visit the HHS Assistant Secretary for Planning and Evaluation (ASPE): <http://aspe.hhs.gov/poverty/14poverty.cfm>

APPENDIX F**ORANGE COUNTY ADULT DRUG COURT REFERRAL FORM**

425 N. Orange Avenue, Suite 325, Orlando, FL 32801

Phone: (407) 836-0419, Fax: (407) 836-0528 and Email: drugctrreferral@ocnjcc.org

DATE: _____ DIV. _____

REFERRAL TYPE: (Track I) Diversion ____ (Track II) Post Plea ____ (Track III) VOP ____ Transfer **IN / OUT**

REFERRED BY: Public Defender ____ Private Counsel ____ Judiciary ____ State Attorney ____ Other

CLIENT INFORMATION

Name: _____

Last

First

Middle Initial

A/K/A: _____

Date of Birth: ____/____/____ Race: W/ B/ Other: _____ Ethnicity: Hispanic /Non-Hispanic

Gender: Male / Female SSN: ____ - ____ - ____ Marital Status: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Primary Phone #: (____) _____ Secondary Phone #: (____) _____

CASE INFORMATION

Case No.: _____

Charge(s): _____

Notes: _____

Defense Attorney Name: _____ Phone: (____) _____

Assistant State Attorney Name: _____

DO NOT WRITE BELOW THIS SECTION (DRUG COURT OFFICIAL USE ONLY)**CRIMINAL HISTORY CHECK:**

LOCAL: ____ FCIC: ____ NCIC: ____ VERIFIED BY: ____ NOTES: _____

STATE ATTORNEY'S OFFICE REVIEW:

SAO Reviewed for: DIVERSION ____ POST PLEA ____ VIOLATION OF PROBATION ____

SAO review: APPROVED / DENIED Sentencing Score: _____

SAO Comments: _____

DRUG COURT PROGRAM OFFICE FINAL REVIEW:

DCPO Review: APPROVED ____ DENIED/ REASON: _____

RU197 ____ RU186 ____ RU171 ____

APPENDIX G



Orange County
Adult Drug Court
Office Screening

Date:

Name:

If it is found that you have omitted or falsified any information to the Drug Court Program office, you may be denied entry into the Drug Court Program.

Initial

All information received from this assessment may contain individually identifiable health information that is protected under HIPAA and/ or confidential information protected under 42CFR. Use or disclosure of this information is restricted.

Initial

	Name: Phone:
Do you have an open case with the Department of Children and Families?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Have you participated in a Drug Court Program in the past?	Yes <input type="checkbox"/> or No <input type="checkbox"/>

Employment

Do you work?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Occupation?	
Where?	Name: Address:
How long at this job?	
Is this job being held for you in the community?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Have you ever been in the military?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes, what branch of the military?	

Medical

How many times have you been to the hospital in the last 2 years?	
If yes to question above, what for?	
When was your last hospitalization, including ER/ urgent care visits?	
Do you have any chronic medical problems?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes, what are the chronic medical conditions	<input type="checkbox"/> High blood pressure <input type="checkbox"/> Diabetes <input type="checkbox"/> Heart problems <input type="checkbox"/> Pulmonary disease (COPD) <input type="checkbox"/> Liver disease <input type="checkbox"/> Kidney disease <input type="checkbox"/> Gastrointestinal <input type="checkbox"/> Chronic Pain Syndrome

Do you take any medications regularly?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
List the medications	
Do you have a script for the medication?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Can you sit for long periods of time?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Do you receive financial compensation for a physical disability?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Do you have health insurance?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
What type of health insurance?	
Do you have a physician in the community?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Name & phone number of physician:	

Drug / Alcohol use

Do you feel that you have a drug problem?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
What is your primary drug of choice?	
What drugs do you currently use?	
Have you experimented with any other drugs?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Last date of use?	
What has been your longest period of abstinence?	
Have you been treated for alcohol or drug abuse?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Have you ever been treated at a detox program or residential program?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes to question above, where and year?	Where: Year:
Were you successful?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Have you ever been Marchman Act for substance abuse?	Yes <input type="checkbox"/> or No <input type="checkbox"/>

Psychiatric Status

Have you been treated for any psychological or emotional problem such as,	<input type="checkbox"/> Anxiety <input type="checkbox"/> Depression <input type="checkbox"/> OCD <input type="checkbox"/> Panic Disorder <input type="checkbox"/> Social Anxiety <input type="checkbox"/> Delusions <input type="checkbox"/> Disorientation <input type="checkbox"/> Hallucinations
Have you ever experienced or been treated for serious depression?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes to question above, how long ago and for what?	
Have you experienced serious anxiety?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes to question above, how long ago and for what?	
Have you experienced hallucinations and/ or heard voices?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes to question above, how long ago and for what?	<input type="checkbox"/> Currently <input type="checkbox"/> Past <input type="checkbox"/> Occasionally <input type="checkbox"/> During Withdrawal
Have you experienced serious thoughts of suicide?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Are you currently experiencing thoughts of suicide?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Do you have a plan? If yes, what is it?	Yes <input type="checkbox"/> or No <input type="checkbox"/> _____
Have you ever been Baker Act?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes to question above, when?	
Have you ever been prescribed medication for any psychological/ emotional problems?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
Are you currently on medication?	Yes <input type="checkbox"/> or No <input type="checkbox"/>
If yes, please list medications.	
Do you have a psychiatrist in the community?	Yes <input type="checkbox"/> or No <input type="checkbox"/>

Name & Phone number of psychiatrist:	
Date of last visit with psychiatrist?	

If you are approved for participation in the Orange County Adult Drug Court Program, what would you like to get out of the program?

- 1.
- 2.
- 3.

Notes:

Assessment conducted by:

Initials

APPENDIX H

TCU Drug Screen V

Instruction Page

The following questions ask about your drug use (including alcohol) in the past 12 months. Please answer them by marking only one circle for each question. If you do not feel comfortable giving an answer to a particular question, you may skip it and move on to the next question.

If you are an inmate, please refer to the 12-month period immediately before you were incarcerated.

Also, alcohol is a drug. Your answers to questions about drug use need to include alcohol use, such as drinking beer.

The example below shows how to mark the circles.

		<i>Yes</i>	<i>No</i>
1. I like ice cream	<input type="radio"/>		<input type="radio"/>

TCU Drug Screen V

During the last 12 months (before being locked up, if applicable) –

	Yes	No
1. Did you use larger amounts of drugs or use them for a longer time than you planned or intended?	<input type="radio"/>	<input type="radio"/>
2. Did you try to control or cut down on your drug use but were unable to do it?	<input type="radio"/>	<input type="radio"/>
3. Did you spend a lot of time getting drugs, using them, or recovering from their use?	<input type="radio"/>	<input type="radio"/>
4. Did you have a strong desire or urge to use drugs?	<input type="radio"/>	<input type="radio"/>
5. Did you get so high or sick from using drugs that it kept you from working, going to school, or caring for children?	<input type="radio"/>	<input type="radio"/>
6. Did you continue using drugs even when it led to social or interpersonal problems? ...	<input type="radio"/>	<input type="radio"/>
7. Did you spend less time at work, school, or with friends because of your drug use?	<input type="radio"/>	<input type="radio"/>
8. Did you use drugs that put you or others in physical danger?	<input type="radio"/>	<input type="radio"/>
9. Did you continue using drugs even when it was causing you physical or psychological problems?	<input type="radio"/>	<input type="radio"/>
10a. Did you need to increase the amount of a drug you were taking so that you could get the same effects as before?	<input type="radio"/>	<input type="radio"/>
10b. Did using the same amount of a drug lead to it having less of an effect as it did before?	<input type="radio"/>	<input type="radio"/>
11a. Did you get sick or have withdrawal symptoms when you quit or missed taking a drug?	<input type="radio"/>	<input type="radio"/>
11b. Did you ever keep taking a drug to relieve or avoid getting sick or having withdrawal symptoms?	<input type="radio"/>	<input type="radio"/>
12. Which drug caused the most serious problem during the last 12 months? [CHOOSE ONE]		
<input type="radio"/> None <input type="radio"/> Alcohol <input type="radio"/> Cannaboids – Marijuana (weed) <input type="radio"/> Cannaboids – Hashish (hash) <input type="radio"/> Synthetic Marijuana (K2/Spice) <input type="radio"/> Opioids – Heroin (smack) <input type="radio"/> Opioids – Opium (tar) <input type="radio"/> Stimulants – Powder Cocaine (coke) <input type="radio"/> Stimulants – Crack Cocaine (rock) <input type="radio"/> Stimulants – Amphetamines (speed)	<input type="radio"/> Stimulants – Methamphetamine (meth) <input type="radio"/> Bath Salts (Synthetic Cathinones) <input type="radio"/> Club Drugs – MDMA/GHB/Rohypnol (Ecstasy) <input type="radio"/> Dissociative Drugs – Ketamine/PCP (Special K) <input type="radio"/> Hallucinogens – LSD/Mushrooms (acid) <input type="radio"/> Inhalants – Solvents (paint thinner) <input type="radio"/> Prescription Medications – Depressants <input type="radio"/> Prescription Medications – Stimulants <input type="radio"/> Prescription Medications – Opioid Pain Relievers <input type="radio"/> Other (specify) _____	

13. How often did you use each type of drug during the last 12 months?	Never	Only a few Times	1-3 Times per Month	1-5 Times per Week	Daily
a. Alcohol	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Cannaboids – Marijuana (weed).....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Cannaboids – Hashish (hash)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Synthetic Marijuana (K2/Spice)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Opioids – Heroin (smack)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Opioids – Opium (tar)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Stimulants – Powder cocaine (coke)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Stimulants – Crack Cocaine (rock)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Stimulants – Amphetamines (speed)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j. Stimulants – Methamphetamine (meth)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k. Bath Salts (Synthetic Cathinones)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l. Club Drugs – MDMA/GHB/Rohypnol/Ecstasy)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
m. Dissociative Drugs – Ketamine/PCP (Special K)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
n. Hallucinogens – LSD/Mushrooms (acid)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
o. Inhalants – Solvents (paint thinner)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
p. Prescription Medications – Depressants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
q. Prescription Medications – Stimulants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
r. Prescription Medications – Opioid Pain Relievers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
s. Other (specify) _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

14. How many times before now have you ever been in a drug treatment program? [DO NOT INCLUDE AA/NA/CA MEETINGS]

- Never 1 time 2 times 3 times 4 or more times

15. How serious do you think your drug problems are?

- Not at all Slightly Moderately Considerably Extremely

16. During the last 12 months, how often did you inject drugs with a needle?

- Never Only a few times 1-3 times/month 1-5 times per week
 Daily

17. How important is it for you to get drug treatment now?

- Not at all Slightly Moderately Considerably Extremely

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APPENDIX I

Orange County Adult Drug Court Program Desk Review

In preparation for the annual monitoring site visit, the Program Manager will conduct a desk review following the checklist below.

Desk Review Conducted By:

Date:

I. Administration

1. Are services identified in the Contract being provided as expected and documented appropriately for invoicing/payment?
2. Is there a program handbook that is given to clients explaining the rules/requirements of the program? If so, retain a copy.
3. Is the contractor maintaining client files in accordance with the contract?
4. Does the contractor understand the procedure for requesting a budget amendment?
5. Does the contractor understand that only costs incurred between the beginning and ending dates of the contract are eligible for reimbursement?

II. Treatment

1. Is the contractor licensed by the State of Florida pursuant to the Contractual Services Agreement?
2. Are services provided to clients meeting the selection/eligibility criteria as per the Contractual Services Agreement and/or by the criteria specified by the funding body?
3. Do all treatment providers employ evidence-based treatment?
4. Are evidence-based assessments being utilized by treatment providers to determine the most appropriate treatment modality for each participant? If so, what type of assessment is utilized?

Narrative

**Orange County Adult Drug Court
Policies and Procedures Manual**

APPENDIX J

Orange County Adult Drug Court Program Monitoring Visit Checklist

The Site Visit Checklist must be used to fulfill the requirements of an on-site monitoring visit.

Section I. General Information

Site Visit Information: One Site Visit Checklist may be used for the review of multiple contracts. If multiple contracts are being reviewed using one Site Visit Checklist, all contracts must be listed in Section I below under "Contract Information."

Program Manager:

Date(s) of Site Visit:

Contractor:

Location of Monitoring Visit:

Contract Information: List each contract being reviewed during this on-site monitoring visit.

Contract Number	Grant Number	Program Project Period	Award Amount

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Section II. Site Visit Preparation

To prepare for the site visit, the Program Manager must complete a desk review within 60 days of the start date of the site visit. This will assist the Program Manager in reviewing the financial, administrative, and programmatic soundness of the contract, and identify any non-compliance or areas of concern which should be addressed in detail with the contractor on-site. Program managers should print a copy of the desk review to take on-site to be used to follow-up on issues identified during the desk review.

Section III. Entrance Interview

During the entrance interview, advise the contractor of the objectives of the monitoring visit, and the steps that will be taken to complete these objectives. Remind the contractor that you will be collecting documentation from them to support expenditures and program activities. (Contractors should have been advised before the visit of the documents you may request.) Record the names and titles of those attending the entrance conference as well as the date and time of the meeting in the table below.

Participant Name	Title/ Agency	Telephone Number	Date/Time of Meeting

Entrance Interview Notes:

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Section IV. Administrative Review

The Program Manager will conduct a compliance review of administrative requirements for each contract included in the site visit. The administrative review consists of four sections: File Review, Personnel Review, Monitoring Review, and Recovery Act Review. During the review, the Program Manager will check each box in the section "Documentation/Procedures to Review" as applicable. In doing so, the Program Manager is certifying that the information or documentation exists and that they have seen proof of it. Where noted, the Program Manager will also obtain documents to support evidence of administrative compliance. If documentation is missing or an issue is found in any contract under review, the contract number and issue should be noted under "Issues Found and Documentation Collected/Supporting Notes," including issues that require further documentation.

Administrative Review:

Administrative Review:	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/Supporting Notes
1. Are the contractor's files complete and is all information current?				Review the contractor's client files to ensure they have the following documents, if applicable. <ul style="list-style-type: none"> <input type="checkbox"/> Treatment Plan <input type="checkbox"/> UA test results <input type="checkbox"/> Attendance information <input type="checkbox"/> Treatment notes 	
Administrative Review:	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/Supporting Notes
2. Are key personnel performing duties as originally proposed?				Through discussion, observations, and review of documentation, verify that key personnel identified in the contract are actually working on the project and that they meet the minimum qualifications set forth in the RFP/contract. Request the contractor provide a list of all contract funded personnel, consultants, and contractors (name, title, assigned projects, date of	

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Administrative Review:	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/Supporting Notes
				<p>hire, current salary, and fringe benefit costs.) Verify that you have reviewed and conducted the following activities:</p> <p><input type="checkbox"/> Compare RFP/contract with list of contract funded personnel</p> <p><input type="checkbox"/> Interview key personnel</p>	
3. Can the contractor provide an explanation specifying how they are charging payroll costs to the contract?				<p>Have the contractor provide a written explanation indicating how they are allocating payroll costs to the contract. The contractor should be charging for <u>actual</u> hours worked, rather than on budgeted hours or estimated hours.</p> <p>After the contractor provides the written explanation, you can validate by reviewing a sample of timesheets. If all the time sheets are similar, that is, there are no deviations in any of the timesheets; the contractor may be charging budgeted hours instead of actual hours.</p> <p>If they indicate that they are charging budgeted or estimated hours, inform them that they must immediately begin charging after-the-fact actual hours worked.</p>	
4. Is the contractor using timesheets which track all hours worked by the employees?				<p>Have the contractor provide time sheets from the most recent three to six pay periods for its employees. For documentation, copy and retain one timesheet per person to support the review and findings for questions four to eight in this Personnel Review section.</p>	

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Administrative Review:	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/ Supporting Notes
5. Are personnel charges in line with what was proposed in approved budget?				Review the following documents: <input type="checkbox"/> Personnel timesheets <input type="checkbox"/> Approved budget	
6. Do charges exceed the total number of hours for a given pay period? If yes, is overtime properly recorded?				Review the following documents: <input type="checkbox"/> Personnel timesheets <input type="checkbox"/> Overtime approval documentation	
7. Have the timesheets been signed by a supervisor?				Review the following documents: <input type="checkbox"/> Personnel timesheets <input type="checkbox"/> Organizational chart to verify supervisor	
8. If the contract is units of service, can the contractor provide an explanation specifying how they are charging units to the contract?					

Administrative Review Notes:

Orange County Adult Drug Court Policies and Procedures Manual

Section V. Programmatic Review

Programmatic monitoring includes reviewing the content and substance of the program. It also involves a qualitative and quantitative review to determine whether activities are consistent with the contract.

In general, contractors should be able to provide documentation to support performance measurement data reported and for major activities conducted, such as training offered or focus groups held, that support the program's goals and objectives. When deciding which program activities requires supporting documentation, program managers should prepare a list of the deliverables, performance measures, and major activities that the contractor is required to complete. On occasion, contracts may contain a special condition requiring that the contractor fulfill a requirement, such as attending training. In such cases, contractors should also provide documentation that the requirement was fulfilled.

Program managers should note in the "Documentation/Procedures to Review" column what documents they reviewed to support their answers to the questions. In addition, where noted in the "Documentation/Procedures to Review" column you must collect and bring back the documents specified. If an issue is noted because documentation is missing, please explain in the space provided.

Programmatic Review	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/ Supporting Notes
1. Is the project site where one or more activities/deliverables are being performed?				Discussion with contractor. If no, note where activities are being performed.	
2. Are you able to validate that the services/activities described in contract have been provided and/or completed? If yes, what evidence exists?				For each service/activity described in the contract, the program manager should be able to provide evidence to support the information reported. Examples of documents that could be requested: To assess data collection activities and validate that data have been collected as reported, request copies of or access to datasets and files.	

Orange County Adult Drug Court Policies and Procedures Manual

Programmatic Review	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/ Supporting Notes
				To assess that reported purchases have been made, request copies of inventory invoices and photos of equipment purchased.	
3. If the contractor is required to collect and report on performance measures, can the contractor explain how their performance measurement data is collected in terms of who provides the data, who collects it and how often, and where is it stored?				Through discussions with the contractor, document what the contractor's system is for collecting and reporting performance measure data.	
4. If the contractor is required to collect and report on performance measures, does the contractor maintain records to support data submitted on performance measures to the funding body (BJA/SAMHSA/OJP etc.) and are you able to use it to validate the data submitted?				<p>If the contractor is reporting performance measures, review data reported in recent progress reports, GMS, or other performance measurement tools and select a sample of data. Request the contractor provide evidence that supports the information reported from the sample data you selected.</p> <p>Examples of evidence could be logs of services provided with date, location, and recipients noted, sign in sheets for training or focus groups, list of taskforce or steering committee members, evidence of equipment purchases made.</p> <p>Program manager must collect and retain key documents provided by the contractor to support the reported measures.</p>	

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Programmatic Review	Yes	No	N/A	Documentation/Procedures to Review, if applicable	Issues Found and Documentation Collected/ Supporting Notes
5. Are you able to determine how the contractor ensures that data reported is accurate?				Through discussions with contractor, program manager should document what type of verification process the contractor is using.	

Programmatic Review Notes:

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Section VI. Financial Review

During the financial review, the program manager must request a copy of the financial system report or budget to actual spreadsheets containing the contractor expenditures for the last quarter in order to answer the questions in this section. In addition, the program manager should be following up on any financial items identified during the desk review such as delinquent financial reports, unallowable expenditures, and rate of expenditures. Use the following questions to guide your general financial review of the contract. Where noted, program managers are also required to obtain additional documents to support evidence of the financial review. If documentation is missing or an issue is found in any grant under review, the grant number and issue should be noted under "Issues Found and Documentation Collected/Supporting Notes," including issues that require further documentation.

Financial Review	Yes	No	N/A	Documentation/Procedures or Review, if applicable	Issues Found and Documentation Collected/Supporting Notes
1. Did the contractor provide supporting documentation that substantiates the cumulative amounts reported on the most recent quarters' invoices?				The contractor's financial system report or budget to actual spreadsheets should provide cumulative expenditure amounts for each approved budget category, as of the most recent quarter end. Program manager must collect and retain a copy of the financial system report or 'budget to actual' spreadsheets they used to conduct the comparison.	
2. Can the contractor explain how they use the documentation from question 1 to report amounts on their monthly invoices?				Have the contractor provide a written explanation specifying how they use the documents from question 1 to report amounts on their monthly invoices.	
3. Does the contractor maintain documents supporting detailed expenditures made within each contract budget cost category?				During the program manager's review of the financial system report or budget to actual spreadsheets, select a sample of expenditures and request and review supporting documentation. Request that contractor provide proper documentation for each sampled expenditure in the	

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Financial Review	Yes	No	N/A	Documentation / Procedures to Review, if applicable	Issues Found and Documentation Collected / Supporting Notes
				form of purchase invoice, vendor receipt, payroll register, time card, dates of training, description of training, etc. At minimum, the sample should include one expenditure from each direct budget category.	
4. Do contractor expenditures seem reasonable and allowable?				During the program manager's review of the financial system report or budget to actual spreadsheets, he/she should be reviewing the expenditures to determine if they are allowable and reasonable based on the contract. Program managers must collect and retain any supporting documents if they appear to relate to unauthorized expenditure or require any follow-up actions.	

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Section VII. Exit Interview

To conclude the site visit, meet again with your POCs to discuss the findings of the visit. If issues or problems have been identified, you must bring these to the attention of the persons present at the meeting and discuss ways in which the contractor can resolve them. Advise the contractor that issues identified during the site visit are subject to change after supervisory review, and/or based on additional information obtained subsequent to the site visit. Also, inform the contractor that they will receive an official letter which will include each of the issues noted during the visit, if applicable. Record the names and titles of those attending the exit interview, as well as the date and time of the meeting in the chart below.

Participant Name	Title/ Agency	Telephone Number	Date/Time of Meeting

Exit Interview Notes:

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Section VIII. Certification and Approval

I have conducted this site visit in accordance with standard procedures using the Orange County Adult Drug Court Program Site Visit Checklist. In addition, I have conducted this site visit in accordance with any other program monitoring checklists for the purpose of forming an opinion on the general administration of the contract. This was not an audit, and therefore all areas examined were only examined for purposes of obtaining an assessment of compliance with administrative, financial, and program requirements. I have collected the necessary documentation to support my findings.

Program Manager:

Date:

I have reviewed this checklist and can certify the following:

- The program manager completed the standard Orange County Adult Drug Court Program Site Visit Checklist in its entirety and any additional program specific checklists (if applicable) in accordance with established procedures;
- The site visit report facts are supported by the checklist and submitted documentation; and
- Documentation required to support findings or to validate key controls has been collected.

Ninth Judicial Circuit Program Solving Courts Manager:

Date:

6.12 INVOICE PAYMENT PROCEDURES**I. POLICY**

The purpose of the following invoice payment procedures is to help ensure that vendors who provide goods and/or services to departments under the Orange County Board of County Commissioners receive payments for said goods and/or services on a timely basis.

II. PROCEDURES**A. Proper Invoice/Payment Request Requirements.**

To process payment for goods and/or services received, it is essential that the Comptroller's Office receive a proper invoice or payment request that is acceptable in the sole reasonable discretion of said Office. As such, the following represents the requirements for an invoice to be considered a proper invoice for payment.

B. The invoice shall contain the following minimum information:

1. Name of vendor
2. Address of vendor (i.e., where payment is to be mailed)
3. Date
4. Orange County Purchase Order No.
5. Orange County Release Order No. (For purchases under Term Contracts)
6. Orange County Term Contract No. (where appropriate)
7. Orange County Contract No. (where appropriate)
8. For non-purchase order procurements (i.e., emergencies) - name of County employee who requested purchase
9. For invoices involving the purchase of goods -

- a. Item description
- b. Quantity purchased
- c. Unit price
- d. Total price (for each item)
- e. Total amount of invoice (all items)

10. For invoices involving the purchase of services -

- a. Itemized description of services

- performed
- b. Date services were performed
- c. Billing method for services performed (approved hourly rates, percentage of completion, cost plus fixed fee, direct (actual) costs, etc.)
- d. Itemization of other direct reimbursable costs (description, amount)
- e. Copies of invoices for other direct reimbursable costs (other than incidental costs, such as telephone expenses, copying costs, etc.)

11. For Partial Payment Requests on construction contracts -

- a. Partial Payment Request (invoice) on a form approved by the County
- b. Itemized Schedule of Values
- c. Copies of supporting invoices for all stored materials for which payment is being sought
- d. For Final Payment Requests -
 - (1) All of the above
 - (2) Release of lien
 - (3) Consent of surety

12. Any other information required by written agreement or contract with the Board of County Commissioners.

C. The invoice or payment request shall be submitted as follows:

1. Invoices submitted in connection with the issuance of a Purchase Order or Release Order should be billed to the addressee listed on the purchase order.

2. Invoices or payment requests submitted in connection with construction contracts should be sent to the Orange County division or its agent for which construction contracts specifies.

3. Invoices not falling within the above two categories should be sent to the Orange County division for which goods were purchased and/or services were performed.

D. The goods and/or services shall actually

have been received and/or performed in accordance with contractual specifications to the sole reasonable satisfaction of the County.

E. An authorized signature approval for purchase shall appear on the payment package presented to the Comptroller's Office for payment. In addition, a different authorized signature must appear on the payment package evidencing receipt of the goods or services.

F. The submittal of an approved payment package to the Comptroller's Office should be made no later than ten (10) business days from receipt of a proper invoice or pay request by the department/division. Approved payment requests in connection with complex construction contracts shall be submitted to the Comptroller's Office no later than ten (10) business days from receipt of the payment request by the department/division. In cases where an agent working on behalf of the department/division is required to review and approve a complex construction payment (i.e., project architect or engineer, construction manager), the approved payment request shall be submitted to the Comptroller's Office no later than fifteen (15) days from the earliest date of receipt of the payment request by the department/division or agent. The time periods stated in this paragraph include any and all reviews and approvals that may be required, such as Business Development and/or Purchasing and Contracts.

G. Calculation of Payment Due Date:

Each invoice or payment request received by departments/divisions or agents acting on behalf of the County under the Board of County Commissioners and County Comptroller shall be marked as having been received (date stamped) on the date on which it is first delivered to the respective department/division or agent. The date so marked shall be the date on which the invoice is received. In addition, each department/division for which goods and/or services are received shall indicate the date such were received and said date shall be the actual date of receipt thereof.

H. The time at which payment for a purchase by departments/divisions under the Board of County Commissioners is due excluding construction services shall be forty-five (45) days from:

1. The date on which a proper invoice is received by the Comptroller's Office (after approval by the Board of County Commissioners, if required); or

2. In those instances where a proper invoice is not required for payment, the date:

- a. On which the rental period begins; or
- b. On which the Board of County Commissioners and the vendor agree in a contract which may provide dates relative to payment periods.

I. The time at which payment for "construction services" (defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property that require a license under parts I and II of Chapter 489, Florida Statutes) for departments/divisions under the Board of County Commissioners is due shall be:

1. Twenty-five (25) business days from the date on which a proper invoice or payment request is received by the contracting department/division or its agent (project architect, project engineer, or other agency/person acting on behalf of the department/division), when the agent is required to approve the invoice or payment request; or

2. Twenty (20) business days from the date on which a proper invoice or payment request is received by the contracting department/division in cases where approval by an agent of the County is not required.

J. If an invoice or payment request for construction services has been rejected under the alternative notification method described in the next section, and the contractor submits a corrected invoice or payment request, the time at which payment is due shall be ten (10) business days from the date on which the corrected invoice or payment request is received by the County or its agent. If Board of County Commissioners approval of the corrected invoice or payment request is required, the time at which payment is due shall be the first business day after the next regularly scheduled meeting held after the meeting at which approval was made. In cases where only a portion of an invoice or payment request has been rejected or disputed, the undisputed portion of the invoice or payment request shall be due in accordance with the normal time frame for construction services as described in this