

AMENDMENT NO. 1

TERM CONTRACT NO. Y23-146
FOR
ESTABLISHING A WORKING AGREEMENT FOR THE PROVISION OF
RESIDENTIAL CARE SERVICES

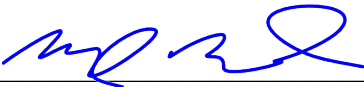
EFFECTIVE DATE: AUGUST 1, 2023

The above contract is changed as follows:

1. Increase the above contract from \$225,000 to \$675,000, an increase of \$450,000, to cover performance periods for fiscal years 2023-2024 and 2024-2025.

All other prices, terms and conditions of the original contract remain the same.

**EMBRACE FAMILIES COMMUNITY
BASED CARE, INC.**



Signature

Michael Bryant

Printed/Typed Name

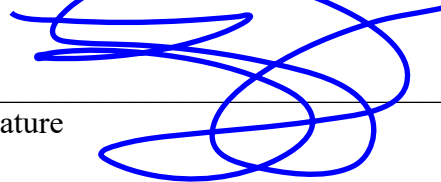
Interim President / CEO

Title

10/20/2023

Date

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Signature

Zulay Millan, CPPO, CPPB, FCCM

Assistant Manager, Procurement Division

Date: 10/23/23

FEDERAL SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

EMBRACE FAMILIES COMMUNITY BASED CARE, INC.

regarding

THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES SOCIAL SERVICES BLOCK GRANT

through

THE STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES

for the specific purpose of

ESTABLISHING A WORKING AGREEMENT FOR THE PROVISION OF RESIDENTIAL CARE SERVICES

THIS FEDERAL SUBRECIPIENT AGREEMENT (“Agreement”) is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32802, on behalf of its Youth and Family Services Division (the “**County**”), and **EMBRACE FAMILIES COMMUNITY BASED CARE, INC.**, a Florida not for profit corporation, located at 901 North Lake Destiny Road, Suite 400, Maitland, Florida 32751 (the “**Agency**”). The County and the Agency may be individually referred to as “party” and collectively as “parties.”

RECITALS

WHEREAS, the County entered into a Grant Agreement, Contract No. GJ506 (“**County-DCF Contract**”), with the Florida Department of Children and Families (“**DCF**”) that provides the County a yearly subaward of two million six hundred thirteen thousand one hundred thirty-six dollars (\$2,613,136.00) (“**Subaward**”) from DCF, which serves as the pass-through entity for the U.S. Department of Health and Human Services (“**HHS**” or “**Federal Awarding Agency**”) Social Services Block Grant established by Title XX of the Social Security Act (CFDA 93.667) (“**Federal Award**”); and

WHEREAS, the Agency is the Lead Agency for DCF and entered into a Standard Contract with DCF, Contract No. GJL58, for the provision of certain foster care services (“**Agency-DCF Contract**”); and

WHEREAS, the County-DCF Contract and Agency-DCF Contract require the parties to establish and maintain a working agreement that clarifies the parties’ roles and responsibilities and allows the County to subcontract with the Agency for the provision of residential group care services; and

WHEREAS, the parties find that entering into this Agreement satisfies their obligation to establish a working agreement by fully implementing the requirements of the community-based care system of care and clarifying the parties roles and responsibilities, including the referral and

denial process and requirements, the parties' financial obligations, the process for handling any unexpended funds, the establishment of a shared vision, and the promotion of integrated community support and services that improve outcomes for families involved in the child welfare system; and

WHEREAS, the County finds that entering into this Agreement to support the Agency in its provision of residential group care services benefits the public by serving the County's at-risk youth population and assist local agencies that provide residential care facilities in the Central Florida region; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and form a material part of this Agreement.

Section 2. Notice.

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

To the County: Orange County Youth and Family Services Division
Attn: Manager
2002 East Michigan Street
Orlando, Florida 32806

AND

Orange County Administration, Administration and Fiscal Services
Attn: Deputy County Administrator
Orange County Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

To the Agency: Embrace Families Community Based Care, Inc.
901 North Lake Destiny Road
Suite 400
Maitland, Florida 32751

Section 3. Term and Periods of Performance.

A. **Term.** The term of this Agreement begins on the date of execution by the County ("**Effective Date**") and concludes on July 31, 2025 ("**Term**").

B. **Periods of Performance.**

1. A "**Period of Performance**" is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The

Agency may not invoice for any work completed, or services rendered, outside of a Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v) (or, for HHS awards: 45 CFR § 75.352(a)(1)(v)).

2. The Term of this Agreement covers three (3) separate State of Florida (“**State**”) fiscal years during which the Agency shall provide Services in accordance with this Agreement, and, as such, payments shall only be disbursed for Services rendered by the Agency during the following periods of performance:
 - a. Fiscal Year 22/23 beginning July 1, 2022 and ending June 30, 2023 (“**First Period of Performance**”);
 - b. Fiscal Year 23/24 beginning July 1, 2023 and ending June 30, 2024 (“**Second Period of Performance**”); and
 - c. Fiscal Year 24/25 beginning July 1, 2024 and ending June 30, 2025 (“**Third Period of Performance**”).
3. The parties agree that the periods of performance contained herein are contingent upon the County receiving continued authorization and funding from DCF, and DCF receiving continued authorization and funding from HHS.

Section 4. The County’s Obligations and Responsibilities.

- A. The County shall fully implement its requirements in the community-based care system of care to achieve the cooperative goals of the parties as more specifically described in the *Roles and Responsibilities* attached to this Agreement as “**Exhibit A.**”
- B. The County shall pay the Agency the Unexpended Funds (as later defined in the *Roles and Responsibilities*) it receives from DCF for the purposes more specifically described in the *Scope of Services* attached to this Agreement as “**Exhibit B**” and in accordance with the terms of this Agreement.
- C. **Retroactive Payment.** The parties acknowledge that the Agency continued to provide services for the time period between July 1, 2022 and the Effective Date. As such, the County shall provide the Agency with Unexpended Funds for Services rendered during the First Period of Performance in accordance with the terms of this Agreement.

Section 5. The Agency’s Obligations and Responsibilities.

- A. The Agency shall fully implement its requirements in the community-based care system of care to achieve the cooperative goals of the parties as more specifically described in the *Roles and Responsibilities* attached to this Agreement as “**Exhibit A**”.
- B. The Agency, as a recipient of Federal Award funds pursuant to this Agreement, is responsible for meeting the objectives detailed in the *Scope of Services* attached to this Agreement as “**Exhibit B**” in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement, the Federal Award, and the County-DCF Contract.

- C. Pursuant to 2 CFR § 200.332(a)(1)(xiii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xii)), the parties agree that this Agreement is not related to research and development.
- D. **Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request, however, failure by the County to request such proof shall in no manner be construed as alleviating the Agency's obligations pursuant to this paragraph, nor shall it be construed as shifting any liability for failure to request such proof onto the County.
- E. **Compliance with the Federal Uniform Administrative Requirements.** As a subrecipient of the Federal Award, the Agency shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200. If the Federal Awarding Agency is HHS, the Agency shall instead comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for HHS Awards* as found in 45 CFR Part 75.
1. The Agency hereby acknowledges and understands that the specific provisions of the Federal Uniform Administrative Requirements referenced in this Agreement are referenced only for emphasis. The exclusion of a specific applicable provision of 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75) from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.
 2. By executing this Agreement, the Agency hereby certifies that it has reviewed 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75), and any relevant Federal Awarding Agency guidance, and that it understands its obligations pursuant to such federal regulations and directives.
- F. The Agency acknowledges that the County's performance and obligation to pay under this Agreement is contingent upon an appropriation for its purpose by HHS, DCF, and other specified funding sources. The Agency acknowledges that the financial assistance provided by the Federal Awarding Agency through this Agreement shall only be used to provide Services and fund expenses permitted by this Agreement.
- G. The Agency shall comply with all applicable local, State, and federal laws, regulations, executive orders, and the policies, procedures, and directives of DCF and the Federal Awarding Agency. Should there be conflict between the various applicable laws, the most restrictive will govern. The Agency shall comply with the terms and conditions of the Federal Award, the County-DCF Contract, the Agency-DCF Contract, and this Agreement ("**Companion Agreements**") which collectively govern the parties' relationship and the provision of services under the Federal Award.
- H. The Agency shall designate a contract liaison to monitor the Agency's performance of the provisions set forth in this Agreement (the "**Contract Liaison**"). The Agency shall ensure that the Contract Liaison shall be available to meet with the County's staff to review activities on an "as needed" basis or as otherwise requested by the County. Should there be any change in the Agency's Contract Liaison, the County shall be promptly notified of such change in writing in accordance with the notice provision in this Agreement.

I. The Agency may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred-percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, the County has the sole discretion to determine whether this Agreement may: (1) be suspended while the extent of the overpayment is determined; or (2) be terminated for cause.

J. **Employees of the Agency.**

1. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
2. Pursuant to Section 448.095, Florida Statutes, the Agency hereby certifies that is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Agency further certifies that it does not employ, contract with or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. The Agency further acknowledges violation of s. 448.09(1), F.S. may result in termination of this Agreement.

K. **Employment Screening.**

1. The Agency shall ensure that all staff utilized by the Agency that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference, are screened in accordance with Section 435, Florida Statutes, are of good moral character, and meet the Level 2 Employment Screening standards specified by Sections 435.04, 110.1127, and 39.001(2), Florida Statutes, as a condition of initial and continued employment.
2. The Agency shall ensure that all staff, employees, guests, invitees, third party providers, volunteers, and other individuals engaged in the provision of Services to children and other vulnerable persons, as defined in Section 435.02, Florida Statutes, under this Agreement completes all background screens required by Florida law and regulations published by DCF, including Level 2 background screenings in accordance with Section 435.04, Florida Statutes.
3. All individuals in paid or unpaid positions that require Level 2 background screens shall be subject to and shall complete such screens prior to access, supervision, or direct care of any children under this Agreement. Screens shall include an initial Level 2 background screening with additional Level 2 background screenings performed thereafter at five (5) year intervals.
4. Level 2 background screens consist of an employment history check and fingerprinting. Fingerprinting is used to process the following screenings:

- a. Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
 - b. Federal Criminal Records Check through FBI; and
 - c. May include Local Criminal Records Check through Local Law Enforcement.
5. The Agency shall provide the County with confirmation that the Level 2 background screen has been conducted and that the results are acceptable to both parties. The Agency will make copies of the completed background screens for individuals performing Services under this Agreement available to the County upon request.
- L. **Mandatory Reporting Requirements.** The Agency must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Agency providing Services in connection with this Agreement who has any knowledge of a reportable incident shall report such incident as follows:
1. A reportable incident is defined in the DCF Operating Procedure (“CFOP”) No. 180-4, a copy of which can be obtained from DCF or online at the following address:
[https://www.myflfamilies.com/admin/publications/policies.asp?path=CFOP 180-xx](https://www.myflfamilies.com/admin/publications/policies.asp?path=CFOP%20180-xx)
Inspector General.
 2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to DCF and the County.
 3. Other reportable incidents shall be reported to DCF’s Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to DCF’s Office of the Inspector General at IG.Complaints@myflfamilies.com. The Agency may also mail the completed form to Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428.
- M. **Non-Discrimination.** The Agency shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. The Agency shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations.

Section 6. Procurement Standards.

- A. **Procurement.** The Agency must comply with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”) and must use such procedures when expending funds reimbursed by the Subaward.
1. If the Agency maintains and uses its own written purchasing procedures, then, by executing this Agreement, the Agency certifies that its purchasing procedures comply with the aforementioned Procurement Standards and that the Agency will use such procedures when expending funds reimbursed by the Subaward.

2. If the Agency does not maintain its own written purchasing procedures, then, by executing this Agreement, the Agency certifies that it will use the County's purchasing procedures, as found in the County's *Procurement Procedures Manual*, when expending funds reimbursed by the Subaward. The *Procurement Procedures Manual* can be found at the following link: <https://www.ocfl.net/VendorServices.aspx>.

B. Simplified Acquisition Threshold.

1. **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Agreement, the Simplified Acquisition Threshold is: **\$250,000.00**.
2. The Simplified Acquisition provided for in this Agreement is the one that the Agency must use when making expenditures reimbursed by the Subaward.

- C. Federally Required Contract Provisions.** The Agency shall insert the relevant contract provisions found in Appendix II of 2 CFR Part 200 (or, for HHS awards: Appendix II of 45 CFR Part 75) ("**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**") into all contracts into which it enters while expending funds reimbursed by the Subaward.

- D. Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** If the Agency wishes to engage in sub-contracting or make any procurements pursuant to this Agreement, the Agency will take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in 2 CFR § 200.321 (or, for HHS awards: 45 CFR § 75.330) in the solicitation and selection of such subcontractor(s) or procurements.

Section 7. Property Standards.

- A. By executing this Agreement, the Agency hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (or, for HHS awards: 45 CFR §§ 75.316-75.323) ("**Property Standards**") and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with funds reimbursed by the Subaward.
- B. The Agency shall maintain inventory records of all supplies, equipment, real estate, and other property procured with funds reimbursed by the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the County.

Section 8. Invoices.

- A. The Agency shall deliver invoices to the County as a prerequisite to receiving any payments for Services with Unexpended Funds. The Agency shall submit both an *Invoice for Services* attached to this Agreement as "**Exhibit F**" and the *Supplemental Invoice Information* attached to this Agreement as "**Exhibit C**", or substantially similar forms that the County has deemed sufficient. All invoices and supplemental information must be

submitted to the County no later than the last business day in the month of July following the Period of Performance for which the Agency is invoicing.

- B. The Agency shall only send the County *Invoices for Services* provided during a Period of Performance. The County shall only provide the Agency with Unexpended Funds for Services that were provided during a Period of Performance and in accordance with the terms of this Agreement.
- C. Pursuant to 2 CFR § 200.415(a) (or, for HHS awards: 45 CFR § 75.415) (“**Required Certifications**”), the Agency shall ensure that the *Invoice for Services* submitted to the County includes the following federally required attestation executed by an individual that is able to legally authorized to do so by the Agency:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).”

- D. The Agency acknowledges that payment may be withheld or denied if the Agency’s *Invoice for Services*:
 - 1. Is incomplete or fails to provide the requisite supporting documentation;
 - 2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
 - 3. Indicates expenditures that are not compliant with this the Federal Award, the County-DCF Contract, this Agreement, or any directives issued by the Federal Awarding Agency.
- E. The Agency shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services* and applicable portions of the Federal Award and the County-DCF Contract.
- F. The County shall not make payments for, or in any way be responsible for, payment to the Agency for:
 - 1. Any goods or services provided outside of a Period of Performance; or
 - 2. Any goods or services provided that do not fall within the attached *Scope of Services*; or
 - 3. Any goods or services that fall within the attached *Scope of Services*, but that such payment by the County would supplant current available, or projected, funding for those goods or services; or

4. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider; or
5. Any costs or expenses in excess to the amount of funding allocated to the Agency pursuant to this Agreement, the Federal Award, or the County-DCF Contract.

Section 9. Payment Terms.

- A. **Payment by Reimbursement.** The Unexpended Funds shall be paid through reimbursement for actual eligible costs as permitted by the Federal Award and this Agreement. In order to obtain payment, the Agency shall make eligible expenditures and thereafter invoice the County for such expenditures pursuant to the “Invoices” section of this Agreement.
- B. Additional payment terms are contained in the *Roles and Responsibilities and Scope of Services* attached to this Agreement as “**Exhibit A**” and “**Exhibit B**” respectively.

Section 10. Return of Funds.

- A. **Unauthorized Expenditures.** The Agency shall reimburse the County for all unauthorized expenditures.
- B. **Payment(s) in Error.** The Agency shall return to the County any payments made to the Agency that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Services* attached as “**Exhibit B**” or the Federal Award (“**Payment(s) in Error**”).
 1. In the event that the Agency, or any outside accountant or auditor, determines that a Payment in Error was made, the Agency shall return to the County any associated funds no later than ten (10) business days from when the Agency became aware of such Payment in Error.
 2. In the event that the County discovers a Payment in Error, the County shall notify the Agency and the Agency shall return any associated funds to the County no later than ten (10) business days of the Agency’s receipt of such notice.
- C. **Federal Disallowance(s).** If the Federal Government or DCF demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Agency was in any way improper or not in compliance with the Federal Award or Subaward, the Agency shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Agency, or within six (6) months, whichever is the later of the dates.
- D. **Delay or Failure to Return Funds.** Should the Agency fail to reimburse the County for any Payment in Error or Federal disallowance within the time designated, the County may respond with any number of the following actions:
 1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of

the Agency's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
3. Terminate this Agreement; or
4. Bar the Agency from being considered when issuing future Federal awards or other County agreements.

Section 11. Maintenance, Retention, and Access to Records.

- A. The Agency, and its subcontractors (if any) that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.
1. The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.
 2. The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
 3. The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.
 4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Agency's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
 5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
 6. The Agency shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
 7. If the *Scope of Services* in "**Exhibit A**" is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the

Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

- B. The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

Section 12. Monitoring Requirements.

- A. **Monitoring.** The Agency hereby acknowledges that the County has an obligation to monitor the Agency's programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (or, for HHS awards: 45 CFR § 75.352) ("**Requirements for pass-through entities**"). By executing this Agreement, the Agency hereby agrees to permit the County, the Comptroller, or the designee of either, to perform such program and financial monitoring periodically.
- B. **Letter of Findings.**
 - 1. If during a monitoring session the County, the Comptroller, or the designee of either, discovers any defect in the Agency's performance under this Agreement (whether programmatic, financial, etc.), a "Letter of Findings" shall be provided to the Agency.
 - 2. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

Section 13. Audit Requirements.

- A. **Auditing.** The Agency shall comply with the federal auditing requirements found in 2 CFR 200 Subpart F (or, for HHS awards: 45 CFR § Subpart F) ("**Audit Requirements**").
- B. **Authorization to Audit.** The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit Agency's:
 - 1. Disbursement of the Subaward;
 - 2. Service or program delivery; and
 - 3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.
- C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Agency shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Agency expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Agency must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (or, for HHS awards: 45 CFR § 75.514) (“**Scope of Audit**”), unless the Agency elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (or, for HHS awards: 45 CFR § 75.501(c)) (“**Audit Requirements**”).
2. If the Agency expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
3. If the Agency is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) calendar days after the close of the Agency’s fiscal year.

D. Submission of Audits and Audited Financial Statements.

1. The Agency shall submit to the Comptroller and the County any and all auditor’s report received by the Agency related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (or, for HHS awards: 45 CFR § 75.512) (“**Report Submission**”), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller’s Office, at the following:

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

- E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor’s report, or nine (9) months after the end of the entity’s fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.
- F. Failure to comply with any requirements in this Section shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Agency.

Section 14. Insurance.

- A. The Agency agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Section. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.
- B. The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Section.
- C. The Agency shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement to verify such coverage:

1. **All Agencies:**

Commercial General Liability – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Orange County, Florida.

2. **Agencies Providing Services at County Facilities:**

Workers' Compensation – The Agency shall maintain coverage for its employees with statutory workers' compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete a *Leased Employee Affidavit* provided by the County's Risk Management Division.

Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **Agencies Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Agencies Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period ("**SERP**") during the life of this Agreement the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Agency shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

**Orange County, Florida
Attention: Risk Management Division
109 E Church Street, Suite 200
Orlando, FL 32801**

Section 15. Indemnification, Sovereign Immunity, Liability, and Independent Contractor.

- A. **Indemnification.** To the fullest extent permitted by law, the Agency 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 attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for

whose acts any of them may be liable. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

- B. **Sovereign Immunity.** Nothing contained in this Agreement shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- C. **Liability.** The County shall not be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
- D. **Independent Contractor.** The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 16. Confidentiality.

- A. **Confidentiality.** The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.
- B. **Health Insurance Portability and Accountability Act (“HIPAA”).**
 - 1. **Generally.** If the Agency meets the definition of “**Covered Entity**,” as defined in 45 CFR § 160.103, or a “**Hybrid Entity**,” as defined in 45 CFR § 164.103, then:
 - a. Before providing any services funded, in whole or in part, through this Agreement that may cause the Agency to generate Protected Health Information (“**PHI**”) as defined in 45 CFR § 160.103, the Agency must first obtain legally sufficient medical release authorizations from each individual receiving such services.
 - b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to this Agreement’s Services that individual(s) receive to both the County and the Orange County Comptroller’s Office for reporting, monitoring, and auditing purposes.
 - c. The County hereby reserves the right to deny payment for any costs the Agency incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.
 - d. Additionally, the Agency must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the Agency's provision of services under this Agreement require access to PHI generated by the County, then the Agency must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA").**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:
 - a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (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;
 - (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (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.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If, pursuant to this Agreement, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the County in the event of a breach of security of the Agency's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

3. The Agency shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Agency.

Section 17. Remedies for Noncompliance.

- A. Pursuant to 2 CFR 200.399 (“**Remedies for Noncompliance**”), if the Agency fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or County may impose, and the Federal Awarding Agency or County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Federal Awarding Agency or County;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate this Agreement;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;
 5. Withhold further Federal Awards for the project or program; or
 6. Take other remedies that may be legally available.

Section 18. Termination.

- A. **Termination for Convenience by the County.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B (or, for HHS Awards: 45 CFR Part 75, Appendix II, Paragraph B), contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be effected and the basis for settlement. As such, the County may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the Agency.
- B. **Termination by the Agency.** Pursuant to 2 CFR § 200.340(a)(4) (or, for HHS Awards: 45 CFR § 75.372(a)(4)), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion will not accomplish the purposes for which this Agreement was made, the County may terminate the Agreement in its entirety. Additionally, the Agency’s failure to complete performance in the manner initially agreed upon may compromise the Agency’s ability to receive subawards, other grants, or any other contract opportunities from the County in the future.
- C. **Termination for Cause.**

1. **Immediate Termination.**

- a. The County reserves the right to terminate this Agreement immediately, to be effectuated as of the Agency's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Agency's Contract Liaison. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Agency with such notice in the manner provided in the "Notices" section of this Agreement.
- b. Immediate Termination pursuant to this provision shall be permitted for any of the following reasons:
 - (1) The Federal Awarding Agency terminates the Federal Award;
 - (2) Any circumstance under which the County is no longer receiving Federal Award or Subaward funds to reimburse the Agency occurs;
 - (3) The Agency files bankruptcy or otherwise becomes insolvent;
 - (4) The Agency is determined to be ineligible to do business in the State of Florida;
 - (5) If the Agency is a non-profit agency, loss of the Agency's non-profit status;
 - (6) If the County has a Business Associate Agreement with the Agency, the County has terminated that Business Associate Agreement for cause; or
 - (7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Agency is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Agency's proposed cure if such an opportunity is provided, the County reserves the right to provide the Agency with the opportunity to cure any stated breach. If the County provides such opportunity to cure, the County will:

- a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
- b. Allot an appropriate deadline by which the Agency must provide its proposed cure to the County.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause,

then the Agency's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

- D. **Reporting to Federal Awarding Agency.** If the County determines that termination of this Agreement was due to the Agency's material failure to comply with this Agreement's terms and conditions, the County reserves the right to report the Agency to the Federal Awarding Agency or DCF so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management ("**SAM**").
- E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall take all of the following actions:
1. Pursuant to 2 CFR § 200.339(c) (or, for HHS Awards: 45 CFR § 75.372(c)) continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.343 ("**Closeout**") and 200.344 ("**Post-Closeout Adjustments and Continuing Responsibilities**") (or, for HHS Awards: the requirements in 45 CFR §§ 75.381 through 75.390);
 2. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);
 3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;
 4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;
 5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;
 6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;
 7. Take any other actions as reasonably directed in writing by the County; and
 8. If the *Scope of Services* attached as "**Exhibit B**" includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.
- F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, the Agency shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, any funds owed to the County due to any overages paid to, or breach of contract by, the Agency shall be deducted from the amount due the Agency. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.
- G. **Force Majeure.**

1. The Agency shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Agency's control so long as the Agency's delay is not caused by the Agency's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.
2. The above notwithstanding, in order to claim delay pursuant to this provision, the Agency shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
3. If the Agency's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Agency for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Section 19. Florida State Terms.

- A. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Agency shall:
1. Keep and maintain public records required by the County to perform the service.
 2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
 4. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
 5. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

6. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

B. Scrutinized Companies.

1. By executing this Agreement, the Agency certifies that pursuant to Section 287.135, Florida Statutes, it is eligible to contract with the County for goods and services because: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and (2) it is not engaged in a boycott of Israel.
2. The County reserves the right to cancel this Agreement immediately should the Agency be found to: (A) have falsified this certification of eligibility to contract with the County for goods and services pursuant to Section 287.135, Florida Statutes; or (B) have become ineligible to contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to receiving Order(s) pursuant to this Agreement.
3. Should this Agreement be terminated pursuant to this provision's subparagraph 2(B) above, the Agency shall be paid only for the goods and services received and accepted by the County prior to such termination. No other damages, fees, or costs may be assessed against the County for its termination of Order(s) pursuant to this provision and the County reserves the right to pursue any and all applicable and available legal remedies against the Agency for a violation of Section 287.135, Florida Statutes.

C. E-Verify Use and Registration.

1. Pursuant to Section 448.095, Florida Statutes, as of January 1, 2021, contractors and subcontractors of the County are required to register with, and use, the E-Verify system to verify the work authorization status of all newly hired employees.
2. For the purposes of this provision, the Agency is a "contractor" which is defined as "a person or entity that has entered, or is attempting to enter into, a contract with a public employer to provide labor, supplies, or services to such employer in

exchange for salary, wages, or other remuneration.”

3. By executing this Agreement, the Agency hereby certifies that, pursuant to Florida law, it:
 - a. Is registered with, and uses, the E-Verify system to verify authorization status of all newly hired employees;
 - b. Should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and
 - c. When applicable, the Agency shall maintain a copy of such subcontractor’s affidavit in compliance with the records retention terms of this Agreement.
4. If the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(2)(c)1, Florida Statutes.
5. If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of the contract.

Section 20. Federal Contract Terms.

A. Federal Terms (For: All Contracts)

1. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Agency, or any other party pertaining to any matter resulting from this Agreement.
2. **Federal Awarding Agency Seal, Logo, and Flags.** The Agency shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
3. **Suspension and Debarment.**
 - a. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.
 - b. By executing this Agreement, the Agency hereby certifies that:
 - i. It does not appear on the SAM Exclusions list;

- ii. It shall maintain an active registration with SAM for the entire Term of this Agreement; and
 - iii. It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.
 - c. The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency:
 - i. Be found to have misrepresented its SAM system status in any manner; or
 - ii. Fail to notify the County of any change in its status under the SAM system.
 - e. By executing this Agreement, the Agency certifies that it complies with the terms of this Section and 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.
- 4. **Federal Non-Discrimination.**
 - a. The Agency shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
 - b. The Agency shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
 - c. The Agency shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
 - d. The Agency shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- 5. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “Funding Agreement” under 37 CFR § 401.2(a),

and the Agency is a small business firm or nonprofit organization, then the Agency hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.

6. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Agency acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Agency’s actions pertaining to this Agreement.
7. **Domestic Preferences for Procurements.**
 - a. As appropriate, and to the extent consistent with law, the Agency should, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Agency shall include this provision in any contracts or agreements in which funds reimbursed by the Subaward are being utilized.
 - b. For the purposes of this provision:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
8. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Agency is prohibited from obligating or expending any portion of the Subaward funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; as described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
9. **Procurement of Recovered Materials.** If the Agency is a state agency, a political subdivision of a state, or a contractor of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (or, for HHS awards: 45 CFR § 75.331) (“**Procurement of Recovered Materials**”).

B. Federal Terms (For: Contracts that Exceed \$100,000)

1. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Agency shall:
 - a. File a *Certification Regarding Lobbying* attached to this Agreement as “**Exhibit E**” (if applicable);
 - b. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and
 - c. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.

C. Federal Terms (For: Contracts that Exceed \$150,000)

1. **Clean Air Act.** If this Agreement’s value exceeds one hundred fifty thousand dollars (\$150,000), the Agency agrees to:

- a. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and
 - b. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable) and the appropriate Environmental Protection Agency Regional Office; and
 - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
2. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000) in value, the Agency agrees to:
- a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and
 - b. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
 - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

D. **Federal Terms (For: Contracts that Exceed the Simplified Acquisition Threshold)**

1. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:
 - a. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - b. The Agency shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - c. The Agency shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold.

Section 21. General Provisions.

- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").
- C. **Conflicts.** The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

- I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- M. **Use of County and Subrecipient Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.
- O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- P. **Written Modification.**
 - 1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the County is permitted to unilaterally “pass-down” to the Agency without formal amendment to this Agreement.
3. The Agency hereby agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Section 22. Attachments.

- A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:
1. This Agreement;
 2. The Federal Award;
 3. The County-DCF Contract;
 4. The Agency-DCF Contract;
 5. **Exhibit A:** Roles and Responsibilities;
 6. **Exhibit B:** Scope of Services;
 7. **Exhibit C:** Supplemental Invoice Information;
 8. **Exhibit D:** Leased Employee Affidavit;
 9. **Exhibit E:** Certification Regarding Lobbying;
 10. **Exhibit F:** Invoice for Services; and
 11. **Exhibit G:** Federal Award Information.

Section 23. Entire Agreement.

This Agreement, its Companion Agreements, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement and its Companion Agreements supersede any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners



By: _____

Carrie Mathes, Procurement Division Manager or

Zulay Millan, Procurement Division Assistant Manager

Date: 11.28.2022

EMBRACE FAMILIES COMMUNITY BASED CARE, INC.

C Macina
Signature

Catherine Macina
Printed Name

Chief Financial Officer
Official Title

11/21/22
Date

EXHIBIT A
ROLES AND RESPONSIBILITIES

Purpose and Intent.

- A. **Purpose.** The purpose of this *Roles and Responsibilities* is to formalize the parties' relationship and establish the community-based care system of care in compliance with the County-DCF and Agency-DCF Contracts.
- B. **Intent.** The parties' intent is to fully implement the requirements of the community-based care system of care by clarifying the parties' roles and responsibilities, including the referral and denial process and requirements, the parties' financial obligations, the process for handling any unexpended funds, the establishment of a shared vision, and the promotion of integrated community support and services to improve outcomes for families involved in the child welfare system.

Roles and Responsibilities.

- A. **The County's Roles and Responsibilities.** The County shall be responsible for:
1. Delivering an array of residential group care and emergency shelter services to eligible children in Orange, Osceola, and Seminole County, pursuant to Section 409.988, Florida Statutes;
 2. Ensuring the safety and well-being of dependent children while providing twenty-four (24) hours a day room, board, care and supervision that addresses each child's individual physical, social, emotional and educational needs;
 3. Ensuring that service planning is based on the child's Comprehensive Behavioral Health Assessment, Biopsychosocial Assessment, and Individualized Treatment Plan, integrated and consistent with each child's case plan and permanency plan goals;
 4. Providing services at the following locations:
 - a. Great Oaks Village and Welcome Center, 1718 East Michigan Street, Orlando, Florida 32806; and
 - b. Youth Shelter, 1800 East Michigan Street, Orlando, Florida 32806;
 5. Providing direct care and supervision of the children twenty-four (24) hours per day, seven (7) days per week, including holidays;
 6. Ensuring that the County is available to admit children for care seven (7) days per week on an "as-needed" basis;
 7. Providing services to dependent and prevention children, as defined in the County-DCF Contract, who are referred to the County by DCF or the Agency, and who meet the County's admission criteria; for an amount not to be less than 40

8. Providing gender and age specific activities as any prudent parent would to ensure normalcy;
9. Holding children's items for 72 hours after a child is released.

B. The Agency's Roles and Responsibilities. The Agency shall be responsible for:

1. Delivering a comprehensive array of foster care and related services as defined in Sections 409.986 and 409.988, Florida Statutes, to eligible children and families in Orange, Osceola, and Seminole County while ensuring each child's safety, well-being, and permanency;
2. Working in partnership with the County on the implementation and ongoing management of this Agreement, which includes the County's right of first refusal to children that are residents of Orange County and are being considered for placement with the County's residential group care services;
3. Referring children in need of residential group care and emergency shelter services to the County with priority given to children from Orange, Osceola, and Seminole County;
4. Completing and submitting the bed hold request form within 24 hours of Orange County requesting the form. This documentation must be done on Orange County approved and contract required documentation;
5. Referrals being complete and accurate, including FSFN information before being sent to Orange County;
6. Ensuring that the County is given the right of first refusal to the placement of all Orange County children entering a residential group care program;
7. Provide the County a log showing efforts made on any Agency decision not to place an Orange County child with the County's residential group care program;
8. When the County notifies the Agency and appropriate case manager about a child who is no longer residing at the County's residential group care program, the County will charge the Agency the equivalent to one bed day rate if the child's items are not picked up by the case manager or a representative of the agency within 72 hours after notice;
9. If a child's behavior is a danger to himself or others at the County residential group care program, the Agency's Utilization Management Department will respond within six hours to a request for assistance in addressing the behavior;
10. If critical information is missing from an intake-screening or from an intake packet for a child that was previously in the custody of the Agency and said missing

information would change the admission criteria, then the Agency agrees to remove the youth within 24 hours;

If the Agency learns of new information that would have resulted in a denial, then the Agency agrees to meet and discuss the needs of the child within two (2) hours. If the needs of the Child cannot be met by Orange County's residential group care program, the Agency will remove the child within 24 hours;

11. If a child is admitted to the County's residential group care program and was previously in the custody of the Agency, then the Agency will provide a copy of the EPSDT upon intake with the County, or within 24 hours, as applicable;
12. If, after repeated meetings or staffings, a youth continues to display concerning behaviors, then the County will notify the Agency that the youth shall be removed and the Agency will remove the youth from the County's residential group care program within seven (7) days of receiving the County's notice. Removal pursuant to this subsection will not count as a Request for Removal against the County; and
13. After the Agency's submission of a complete intake packet to the County for an Orange County youth's placement with the County's residential group care program, the Agency may continue to seek alternative placement for the youth, but the Agency shall not formally or officially place the youth with an alternative residential group care entity until after the County has denied the youth's placement or failed to respond required by the "Referral and Denial Process" provision of this *Roles and Responsibilities*. The County will confirm with the Agency that the screening is being reviewed within one (1) hour of receipt of a completed intake packet. During the intake process, while the County is determining whether a youth can be placed in the County's residential group care program, the Agency shall respond to all of the County's placement related questions within one (1) hour of the County submitting said placement related question to the Agency. The Agency's failure to submit a timely response to the County's placement related questions may result in a delay of the County's written approval or denial of placement, as further described in the "Referral and Denial Process" provision of this *Roles and Responsibilities*.

Referral and Denial Process.

- A. The Agency shall submit a written request to the County to place children in need of residential group care and emergency shelter services with the County. The Agency shall refer all Orange County children to the County first prior to referring the children to any other residential group care entity.
- B. Provided that the Agency timely responds to all of the County's placement related questions, the County shall submit a written approval or denial of placement to the Agency within 4 hours of receiving the Agency's written request for placement. Should the Agency fail to provide a timely response to the County's placement related questions, the County's written approval or denial will not be provided to the Agency within 4 hours, will result in

the County closing the screening, and will require the Agency to submit a new intake packet complete with the County's previously requested information.

- C. All written denials must cite the specific admission criteria, as defined in the County-DCF Contract, which is the basis for the denial. Denials based on a child not meeting the admission criteria will not count against the County as a denial.
- D. Upon receiving a written denial from the County, the Agency will secure alternative placement in accordance with the terms and conditions of all applicable Companion Agreements. If the County fails to provide the Agency a written approval or denial of placement within 4 hours of receiving a completed intake packet from the Agency, and provided that the Agency has sufficiently and timely responded to all of the County's placement related questions during the referral or screening process, then the Agency may formally or officially place the youth with an alternative residential group care entity.

Financial Obligations.

A. The County's Financial Obligations.

- 1. Upon the Agency's submission of a timely and completed *Invoice for Services* and *Supplemental Invoice Information* to the County, and the County's receipt of Unexpended Funds (as later defined) from DCF, the County will pay the Agency the Unexpended Funds.
- 2. **Availability of Funds.** The County's performance and obligation to pay the Agency for the Unexpended Funds under this Agreement is contingent upon an appropriation for its purpose by DCF, HHS, or other specified funding sources.
- 3. The County is only responsible for payments to the Agency for which the County is provided funding by the HHS or DCF. If HHS or DCF determines that a specific cost or expense invoiced by the Agency to the County is not permitted for reimbursement under the terms and conditions of the Federal Award or the County-DCF Contract, then the County shall not be responsible for making payment to the Agency for said cost or expense.
- 4. Should HHS or DCF withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Agency without incurring any responsibility to make payment to the Agency.
- 5. The County shall not make payments for, or in any way be responsible for, payment to the Agency for:
 - a. Any goods or services provided that do not fall within the *Scope of Services* attached as "**Exhibit B**";
 - b. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant current available, or already budgeted, funding for those goods or services; or

- c. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider.
6. At no point shall the County be expected to, or be responsible for, using general fund dollars to make payment to the Agency for any costs or expenses incurred by the Agency pursuant, or related, to this Agreement, or the terms of any other agreement or contract to which the County is subject related to this Federal Award.
7. **Local Government Prompt Payment Act.** The County shall make all payments to the Agency required by the Companion Agreements in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

B. The Agency's Financial Obligations.

1. The Agency shall provide residential group care services on a cost-reimbursement basis in accordance with the *Scope of Services* and the Agency-DCF Contract.
2. The Agency shall be responsible for any costs or expenses incurred by the Agency that exceed the funding available at the time of invoice, are in excess of the Unexpended Funds, or are incurred outside of the terms of the Companion Agreements.
3. The Agency shall ensure that the financial assistance provided by HHS in this Agreement is only used to provide services and fund expenses permitted by this Agreement.
4. The Agency may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, the County has the sole discretion to determine whether this Agreement may: (1) be suspended while the extent of the overpayment is determined; or (2) be terminated for cause.
5. At no point shall the Agency be expected to, or be responsible to make payment to the County for any costs or expenses incurred by the County pursuant, or related, to this Agreement, or for the provision of the County's residential group care program.
6. Any costs or expenses incurred by the Agency that exceed the funding available at the time of invoice, are in excess of the Unexpended Funds, or are incurred outside of the terms of this Agreement shall be the sole responsibility of the Agency.
7. The Agency shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services*.

Unexpended Funds Process.

- A. Unexpended Funds shall mean the amount of the Subaward remaining at the end of a Period of Performance less any amount owed to the County by DCF pursuant to the County-DCF Contract.
- B. Any Unexpended Funds may be recouped by the Agency in accordance with, and to the extent permitted by, Section F-5.2, on Page 40, of the County-DCF Contract.
- C. Any unexpended funds must be requested through the submission of a properly completed invoice using the *Invoice for Services* attached to this Agreement as “**Exhibit F**” and the *Supplemental Invoice Information* attached to this Agreement as “**Exhibit C**”. The Agency shall submit a completed *Invoice for Services* with its *Supplemental Invoice Information* and supporting documentation to the County no later than the last business day in the month of July following the Period of Performance for which the Agency provided Services and is seeking Unexpended Funds.
- D. Upon the County’s receipt of a timely and completed *Invoice for Services*, *Supplemental Invoice Information*, and supporting documentation from the Agency, the County will request Unexpended Funds from DCF by September 1st of the year in which the Unexpended Funds occurred in accordance with Exhibit F, Section F-5.2, on Page 40 of the County-DCF Contract. Upon the County’s receipt of Unexpended Funds from DCF, the County will pay the Agency said Unexpended Funds.
- E. The County does not guarantee the availability of any Unexpended Funds under this Agreement.

Shared Vision.

The parties hereby establish the following shared vision for the community-based care system of care:

- A. The provision of nurturing care and supervision while ensuring that each child’s safety and well-being is protected;
- B. The provision of clinical, educational, and support services that are individualized, integrated, and consistent with each child’s case plan and permanency plan goals; and
- C. The provision of education, teaching of skills, and provision of support to prepare children for a permanent placement or independent living.

Community Support and Services.

The parties shall make a good faith effort to integrate community support and services into the community-based care system of care in order to improve outcomes for families involved in the child welfare system.

EXHIBIT B
SCOPE OF SERVICES

1. **Subcontracted Services:** The purpose of this Agreement is for the County to contract with the Agency for residential group care services only.
 - 1.1. **Quality of Services:** The Agency must ensure that the residential group care services provided are holistic in scope and recognize the link between children, families, school and community. The youth must be provided with a wide range of appropriately challenging and supportive opportunities which encourage them to learn and grow as individuals. Programs must engage and actively involve the youth and their families, whenever possible, in all aspects of the services they receive. Such services should include, but are not limited to, the following, which may be referred to generally as “Services” throughout this Agreement:
 - A. Emergency Shelter Services for up to 30 days;
 - B. Educational Programs and Services: Tutoring and Remediation;
 - C. Recreational Programs, Religious Opportunities, Community Involvement, Mentors, Age Appropriate Normalcy Activities;
 - D. Daily and Independent Life Skill Training, Health Education;
 - E. Medical, Dental, and Vision attention as needed;
 - F. Case Management Services, Comprehensive Needs Assessment and Service Planning;
 - G. Working agreement with Medicaid Provider Therapists to provide counseling on-site for eligible youth; or
 - H. Coordination of mental health overlay (psychiatric, psychological, behavioral) with CMO Family Case Managers as needed.
 - 1.2. **Service Goals:**
 - A. The provision of nurturing care and supervision while ensuring that each child’s safety and well-being is protected;
 - B. The provision of clinical, educational, and support services that are individualized, integrated, and consistent with each child’s case plan and permanency plan goals; and
 - C. The provision of education, teaching of skills, and provision of support to prepare children for a permanent placement or independent living.
2. **Payment.** Payment under this Agreement shall be provided on a “per unit” basis. Subject to the availability of Unexpended Funds, the County will pay the Agency for delivery of service units provided by its subcontractors for residential group care services for a total amount not to exceed the amount of Unexpended Funds available.

2.1. The Units of Service will be reimbursed as follows:

Service	Service Units	Unit Price Per Bed Day/Child
Subcontracted residential group care services	Occupied Bed Day	\$89.00

2.2. Payment to the Agency will be made subsequent to reimbursement from DCF for the invoices submitted by the Agency for residential group care services by its licensed subcontractors. **The County will not pay the Agency for any services denied by DCF.**

2.3. **Invoice Requirements.**

- A. The Agency shall submit an invoice for each month during the Periods of Performance that the Agency provided Services and for which the Agency seeks reimbursement under this Agreement.
- B. The Agency shall fully complete the *Invoice for Services* and *Supplemental Invoice Information* attached to this Agreement as “**Exhibit F**” and “**Exhibit C**” respectively to invoice the County under this Agreement. Information to be provided either on the invoice or through supplemental information on each youth shall include:
 - 1. The name of the youth; and
 - 2. The date that the screening of the youth was sent, which must have been during a Period of Performance; and
 - 3. The date that the screening of the youth was denied; and
 - 4. The reason the youth was denied; and
 - 5. The name of the program or location where the youth was subsequently placed as a result of the denial; and
 - 6. The date the youth was removed from said placed program or location; and
 - 7. The reason for the youth’s removal from said placed program or location; and
 - 8. The rate amount that was paid for the youth’s placement at said placed program or location (the unit price paid per bed day for the youth); and
 - 9. Whether the youth was ever subsequently referred back to the County during the same Period of Performance in which the youth was initially referred.

- C. Payment will be authorized only for service units on the *Invoice for Services* and *Supplemental Invoice Information*, which are in accordance with the above list, and other terms and conditions of this Agreement.
- D. The County shall, pursuant to the terms of this Agreement, pay for units up to the amount of available funding, which shall at no time exceed the amount of Unexpended Funds available.
- E. Invoices shall be sent, in duplicate, to:

Orange County Family Services Department
Youth and Family Services Division
1718 E. Michigan Street
Orlando, FL 32806
Phone: 407-836-7630

**EXHIBIT C
SUPPLEMENTAL INVOICE INFORMATION**

Invoice for the month of _____ . PAGE ____ OF ____.

Placement Agency	Name of Child (Last, First)	Period Covered	Referred to the County first?	No. of Days	Unit Cost	Amount Invoiced
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
		____/____/____ to ____/____/____	<input type="checkbox"/> Yes. <input type="checkbox"/> No. If yes, provide date: _____.		89.00	
			Total No. of Days:		Total Invoiced:	

ATTESTATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Signature

Date

Printed Name

Official Title

Name of Child (Last, First)	Date Screening Sent	Date Screening Denied	Reason for Denial	Reason for Removal	Amount Paid for Placement	Referred back to County during Contract Year?

ATTESTATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Signature

Date

Printed Name

Official Title

**EXHIBIT D
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: Not Applicable


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: Embrace Families CBC

Signature of Owner/Officer: 

Title: Chief Financial Officer

Date: 11/21/22

**EXHIBIT E
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

*Applicant's Organization: Embrace Families CBC

*Printed Name and Title of Authorized Representative

Prefix: _____ *First Name: Catherine Middle Name: _____

*Last Name: Macina Suffix: _____

*Title: Chief Financial Officer


*Signature:  Date: 11/21/22

EXHIBIT F INVOICE FOR SERVICES

PROVIDER NAME:	Orange County	INVOICE NUMBER:	
ADDRESS:	1718 E. Michigan St. Orlando, FL 32806	CONTRACT NUMBER:	GJ506
NA000 (\$89 per bed day)		TELEPHONE NUMBER:	407-836-7609

#	Placement Agency	Name of Child (last, first)	Child DOB	Number of Bed Days	Amount	Period Covered
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
25						
25						
25						
25						
TOTAL					\$	-

I CERTIFY THAT THIS REQUEST FOR PAYMENT IS AN ACCURATE REFLECTION OF THE ACTIVITIES FOR THIS PERIOD, THAT THE AMOUNT REQUESTED IS ONLY FOR ALLOWABLE EXPENDITURES SPECIFIED IN THE LINE ITEM BUDGET USED TO ESTABLISH THE UNIT COST OF THESE SERVICES, AND THAT ALL EXPENDITURES ARE DIRECTLY RELATED TO THE PURPOSES OF THIS CONTRACT. THESE SERVICES, AND ALL EXPENDITURES ARE DIRECTLY RELATED TO THE PURPOSES OF THIS CONTRACT.

	Medical & Mental Health Administrator	
Original Authorizing Signature	Title	Date

FOR DEPARTMENT USE ONLY	FOR DEPARTMENT USE ONLY
DATE SERVICES PROVIDED: _____	OCA: _____ AMOUNT: _____
DATE DELIVERABLE RECEIVED: _____	
DATE DELIVERABLE REVIEWED & APPROVED BY CONTRACT MANAGER: _____	OCA: _____ AMOUNT: _____
DATE INVOICE RECEIVED: _____	OCA: _____ AMOUNT: _____
DATE PAYMENT APPROVED: _____	ORG Code: 6030900209 EO _____ BE: _____
DATE PAYMENT APPROVED: _____	
AUTHORIZING SIGNATURE: _____	TOTAL AUTHORIZED _____
TITLE: <u>Contract Manager</u> TELEPHONE: _____	

**EXHIBIT G
FEDERAL AWARD INFORMATION**

Federal Requirements	Subaward-Specific Information	
Subrecipient Name (registered name in SAM.gov)	Embrace Families Community Based Care, Inc.	
Subrecipient's DUNS® Number		
Federal Award Identification Number (FAIN)	2201FLSOSR	
Federal Award Date:	11/19/2021	
Subaward Period of Performance Start and End Date	Start: 07/01/2022	End: 06/30/2025
Federal Award Performance Period Start and End Date	Start: 10/01/2021	End: 09/30/2023
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the Subrecipient	See Exhibit A re: unexpended funds.	
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current financial obligation	See Exhibit A re: unexpended funds.	
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	See Exhibit A re: unexpended funds.	
Federal Award Project Description	Residential Group Care	
Name of Federal Awarding Agency	U.S. Department of Health and Human Services	
Name of Pass-Through Entity	State of Florida, Department of Children and Families Orange County, Florida	
Pass-Through Entity's Awarding Official Contact Information	Name: Dr. Tracy Salem Email: Tracy.Salem@ocfl.net	
Assistance Listings Number and Name	Number: 93.667 Name: Social Services Block Grant	
Is the Subaward R&D related?	No	
Is there an indirect cost rate for the Subaward?	No	
Requirements of the Federal Award imposed on the Subrecipient?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on Subrecipient in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the Subrecipient must permit the Pass-Through Entity and auditors to have access to the Subrecipient's records and financial statements?	Yes, see: Section 11 (“ Maintenance, Retention, and Access to Records ”) and Section 13 (“ Audit Requirements ”).	
Are there appropriate terms and conditions concerning closeout of the Subaward?	Yes, see: Section 18 (“ Termination ”)	