

**AMENDMENT #4**

**CONTRACT Y21-2111**

**DEVEREUX BEHAVIORIAL HEALTH, INC.**

EFFECTIVE DATE: October 1, 2023

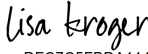
This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2023, through November 30, 2023, at the same terms and conditions.

All other terms and conditions remain unchanged.

**DEVEREUX BEHAVIORIAL HEALTH, INC.**

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

DocuSigned by:  
  
DFC7C5FDBA11464...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lisa Kroger

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
09/29/23

\_\_\_\_\_  
Date

\_\_\_\_\_  
  
 \_\_\_\_\_  
 Zuley Miller  
 \_\_\_\_\_  
 Printed/Typed Name

\_\_\_\_\_  
 Assistant Mayor  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 9/29/23  
 \_\_\_\_\_  
 Date

**AMENDMENT #4**

**CONTRACT Y21-2111**

**DEVEREUX BEHAVIORIAL HEALTH, INC.**

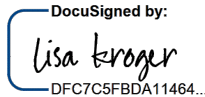
EFFECTIVE DATE: October 1, 2023

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2023, through September 30, 2024, at the same terms and conditions.
2. The total amount of the contract has changed from \$560,194.43 to \$571,171.83 an increase of \$10,977.40.
3. Y21-2111 Attachment B (Rv. #2) Devereux Behavioral Health, Inc., is hereby replaced in its entirety by the attached Y21-2111 Attachment B (Rv. #3) Devereux Behavioral Health, Inc.

**DEVEREUX BEHAVIORIAL HEALTH, INC**

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

DocuSigned by:  
  
 DFC7C5FBDA11464...

*Diane Wetherington*

Signature

Signature

Lisa Kroger

Diane Wetherington, CPPB

Printed/Typed Name

Printed/Typed Name

Executive Director

Contracting Agent

Title

Title

09/27/23

9/27/2023

Date

Date

**Y21-2111  
AMENDMENT 4  
ATTACHMENT B (Rv. 3)  
THE DEVEREUX FOUNDATION, INC.**

Neighborhood Center	Program	Service to be Provided	Unit of Service	Quarterly Units Delivery Target				Total Units to be Delivered	Unit Rate	Total
				1st Qtr	2nd Qtr	3rd Qtr	4th Qtr			
APOKA/ZELLWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 85.10	\$ 96,588.50
EATONVILLE / PINE HILLS	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 85.10	\$ 96,588.50
ENGELWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 87.64	\$ 99,471.40
TAFT	FAMILY COUNSELOR (Lead)	COUNSELING	DIRECT SERVICE HOURS	141.88	141.88	141.88	141.88	567.52	\$ 87.64	\$ 49,737.45
TAFT	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	85.13	85.13	85.13	85.13	340.52	\$ 87.64	\$ 29,843.17
TANGELO	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 87.64	\$ 99,471.40
TANGELO	CASE MANAGER	CASE MANAGEMENT	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 87.64	\$ 99,471.40
									<b>Total</b>	<b>\$ 571,171.83</b>

**AMENDMENT #3**

**CONTRACT Y21-2111**

**DEVEREUX BEHAVIORIAL HEALTH, INC.**

EFFECTIVE DATE: October 1, 2022

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2022, through September 30, 2023, at the same terms and conditions.
2. Y21-2111 Attachment B (Rv. 1) Devereux Behavioral Health, Inc., is hereby replaced in its entirety by the attached Y21-2111 Attachment B (Rv. 2) Devereux Behavioral Health, Inc.

All other terms and conditions remain unchanged.

**DEVEREUX BEHAVIORIAL HEALTH, INC.**

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



Signature



Signature

Lisa Kroger

Printed/Typed Name

Tiffany Fulse

Tiffany Fulse

Contracting Agent, Procurement Division

Executive Director

Title

October 4, 2022

Date

10/5/2022

Date

**Y21-2111(Rv. 2)  
ATTACHMENT B  
THE DEVEREUX FOUNDATION, INC.**

Neighborhood Center	Program	Service to be Provided	Unit of Service	Quarterly Units Delivery Target				Total Units to be Delivered	Unit Rate	Total
				1st Qtr	2nd Qtr	3rd Qtr	4th Qtr			
APOKA/ZELLWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 85.10	\$ 96,588.50
EATONVILLE / PINE HILLS	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 85.10	\$ 96,588.50
ENGELWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 85.10	\$ 96,588.50
TAFT	FAMILY COUNSELOR (Lead)	COUNSELING	DIRECT SERVICE HOURS	141.88	141.88	141.88	141.86	567.50	\$ 85.10	\$ 48,294.25
TAFT	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	85.13	85.13	85.12	85.12	340.50	\$ 85.10	\$ 28,976.55
TANGELO	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.75	1135.00	\$ 85.10	\$ 96,588.50
TANGELO	CASE MANAGER	CASE MANAGEMENT	DIRECT SERVICE HOURS	283.75	283.75	283.75	283.5283	1134.7783	\$ 85.10	\$ 96,569.63
									<b>Total</b>	<b>\$ 560,194.43</b>

**AMENDMENT #2**  
**CONTRACT Y21-2111**  
**THE DEVEREUX FOUNDATION, INC.**

EFFECTIVE DATE: October 1, 2021

By mutual agreement, the subject contract is changed as follows. ADDITIONS are indicated with an underline and DELETIONS are indicated with a ~~strike through~~

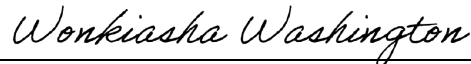
This contract is changed as follows:

1. Attachment A, Annual Performance Measure Menu, is replaced in its entirety by Attachment A, Annual Performance Measure Menu (Rv. 1) and attached herein.

All other terms and conditions remain unchanged.

**THE DEVEREUX FOUNDATION, INC.**

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa Kroger  
\_\_\_\_\_  
Printed/Typed Name

Wonkiasha Washington  
\_\_\_\_\_  
Wonkiasha Washington  
Contracting Agent, Procurement Division

Executive Director  
\_\_\_\_\_  
Title

February 15, 2022  
\_\_\_\_\_  
Date

02/16/2022  
\_\_\_\_\_  
Date

**Y21-2111  
Amendment 2  
ATTACHMENT A (Rv.1)  
Annual Performance Measures Menu**

**Family Support Services (FSS)**

Families participating in programs will demonstrate healthy family functioning by the following performance measures:

**FSS1** - program participants will increase their knowledge of parenting by either achieving at least 90% on the post-test or demonstrating an increase from the pre-test using an instrument pre-approved by the CCC.

**FSS2** - program participants will demonstrate a 90% proficiency or higher on the post- test or will increase their knowledge and/or learned behaviors or personal safety as measured by standardized CCC approved pre-and post-test.

**FSS4** - program participants sixteen years of age or older, who have met the participation requirement, will obtain employment, enroll in a continuing educational or vocational program, or achieve a score of 90% on the post-test or demonstrate an increase from pre- to post-test (if the pre-test score was not a 90%).

**FSS5** - youth and/or adults participating in the literacy program will improve their literacy skills as demonstrated by a CCC-approved standardized instrument.

**FSS6** - individuals who receive medical or nursing services will demonstrate maintained or improved health as evidenced by documentation.

**FSS7** - Seniors who contribute 36 hours annually to volunteer for activities and/or organizations that serve the community.

**FSS8**- Seniors who attend a minimum of 6 social activities per year.

**FSS9** - Seniors who attend at least four educational presentations or programs to improve awareness and healthy functioning.

**FSS10**- Seniors who attend the Arts and Crafts classes will demonstrate proficiency in the curriculum by the completion of at least six projects.

**FSS11** - Seniors who attend at least 50% of the scheduled daily lunch programs for the year.

### **Juvenile Prevention/Diversion (JPD)**

Youth Participating in supervised enrichment activities will demonstrate improved quality of life by the following performance measures:

**JPD1** - program participants shall achieve or maintain a cumulative GPA of 2.0 or higher or will show an increase in their cumulative grade point average, from the first semester or previous year

**JPD2** - program participants with below-average reading, math, and/or English scores will achieve an increase in scores as measured by CCC-approved pre- post-tests and/or school records. (i.e. assessments, school grades).

**JPD3** - program participants who show improvement in school behavior where appropriate (i.e. case notes, surveys, level 3 and 4 disciplinary referrals, suspensions, school records) from the first semester to the second semester or previous year, if available.

**JPD4** - program participants who are not involved nor have repeat involvement/offenses with the Department of Juvenile Justice (DJJ) system during the time of intervention.

**JPD5** - students who show improvement or maintain satisfactorily school attendance (4 or fewer unexcused absences per semester), or truant students (5 or more unexcused absences per semester) achieved a reduction in truancy from the first semester to the second semester.

### **Mental and Physical Health (MPH)**

Families participating in support programs and services will demonstrate healthy family functioning by the following measures:

**MPH2** - program participants who maintain stability if already stable or exhibit improvement (pre-assessment/post-assessment) in mental health (i.e. CFARS, parent-child relationship, Baker Act, CALF, Exceptional Student Education referrals, depression inventory, Patient Health Questionnaire-9).

**MPH3** - program participants who maintain positive health screenings and/or show improvement (pre-assessment/post-assessment) in physical health (i.e. timely immunizations, physical exams, dental check-ups Patient Health Questionnaire-9).

**MPH5** - program participants will demonstrate a 90% proficiency or higher on the post-test or will increase their knowledge and/or learned behaviors or personal safety as measured by standardized CCC approved pre-and post-test.

**MPH6** - individuals receiving school-based nursing services will be returned to class at least 50% of the visits.



**MPH7** - individuals receiving school entry physical exams and/or updated immunization records will officially enter school at the start of the following school year or within 14 days of the initial visit to the Nurse.

**MPH9** - program participants who remove or reduce health-related risk factors through instructional presentation(s) as evidenced by an increase in score on the post-test or by return demonstration (observed behavior) for children under 5 years of age.

**AMENDMENT #1**

**CONTRACT Y21-111**

**THE DEVEREUX FOUNDATION, INC.**

EFFECTIVE DATE: October 1, 2021

This contract is changed as follows:

1. The subject contract is hereby renewed for the period October 1, 2021, through September 30, 2022, at the same terms and conditions.
2. The total amount of the contract has changed from \$326,783.34 to \$560,194.43 an increase of \$233,411.09.
3. Attachment A, Scope of Work/Outcomes, is hereby replaced in its entirety by the attached Attachment A, Scope of Work/Performance Measures.
4. Y21-2111 Attachment B Agency The Devereux Foundation, Inc., is hereby replaced in its entirety by the attached Y21-2111 Attachment B (Rv. #1) The Devereux Foundation, Inc.
5. Attachment D, Agency Standards for NCF Providers, is hereby replaced in its entirety.
6. Attachment E, Service Codes, is hereby replaced in its entirety.
7. Attachment G, Average Daily Attendance Worksheet, is hereby replaced in its entirety.
8. Attachment J, E- Verify Certification, is hereby replaced in its entirety.
9. Attachment K, Authorization for Release of Information is hereby added to the contract.
10. **Article I SERVICES TO BE PERFORMED AND REQUIRED DOCUMENTATION**, has changed to read as follows.

1. Services to be Performed:

b. The AGENCY agrees to accept technical assistance from the COUNTY related to reporting ~~from the COUNTY'S Citizens' Commission for Children ("CCC")~~ requirements contained in this Contract and to make any reasonable changes proposed by the COUNTY in its reporting procedures to, ~~which will~~ better facilitate the documentation of program(s) efficiency and effectiveness. The AGENCY further agrees to accept technical assistance from the ~~COUNTY'S CCC~~ with for programmatic issues related to the provision of Services.

c. The AGENCY shall notify the COUNTY, in writing, if sufficient staff, facilities, and or equipment necessary to deliver the ~~agreed upon~~ Services cannot be

maintained. Failure to notify the COUNTY of any such deficiencies or to adequately provide the Services, may be considered grounds for termination under Article III at the COUNTY'S discretion.

## 2. Documents:

a. Required Documentation: The AGENCY ~~is responsible for ensuring~~ shall ensure that all ~~required~~ required to be retained by this Contract are current and available for the COUNTY'S review upon request. These documents may include, but are not limited to, certificate(s) of insurance, job descriptions and background check confirmations of staff.

b. Documents Attached and Incorporated: The following documents are attached to this Contract, incorporated, and hereby form a material part of this Agreement:

- Attachment A: Scope of Work/~~Outcomes~~ Performance Measures
- Attachment D: Neighborhood Center for Families Agency Standards
- Attachment E: Neighborhood Center for Families Service Codes
- Attachment G: Average Daily Attendance Worksheet
- Attachment J: E- Verification Certification
- Attachment K: Authorization for Release of Information

11. **Article II BILLING REQUIREMENTS AND PAYMENT METHODS**, has changed to read as follows.

## 3. Payments:

g. The COUNTY reserves the right to monitor and audit, or have its designee monitor and audit, the AGENCY to confirm delivery of units of service or outcomes. The COUNTY further reserves the right to suspend payment immediately following any monitoring or audit of the AGENCY if ~~documentation that substantiates~~ documentation that outcomes and or units of Sservices have to be performed under the terms of this Contract are not been provided in an adequate manner as determined at the COUNTY'S sole discretion manner that is deemed adequate at the COUNTY'S sole discretion. In the event that a monitoring or auditing results in the COUNTY'S finding of a deficiency, ~~The COUNTY shall~~ will forward to the AGENCY a Notice of Noncompliance as referenced in **Attachment H** and incorporated herein as a material part of this Contract ~~should any deficiencies be noted in the COUNTY'S monitoring or audit.~~ The COUNTY will also forward Aa formal report of the findings ~~shall be forwarded by the COUNTY~~ to the AGENCY detailing the complete findings.

h. The AGENCY understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Contract ~~which that~~ may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the COUNTY, the AGENCY shall remit such funds that the

COUNTY deemed disbursed in error to the COUNTY within seven (7) days of such receipt of the COUNTY'S written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.

12. **Article III TERM OF CONTRACT, RENEWALS, AND TERMINATION**, has changed to read as follows.

3. **Termination for Convenience.** Either party may terminate this Contract at will or for its convenience thirty (30) days after providing the non-terminating party with written notice of the terminating party's intent to terminate. If the AGENCY initiates such termination, any prepaid funds shall be returned to COUNTY for un-rendered Services. Additionally, for the duration of that thirty (30) day notice period, the AGENCY shall be responsible for working with the COUNTY to ensure a smooth transition to ~~whatever~~ any new entity that is selected chosen by the COUNTY to provide the Services.

6. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the AGENCY shall:

f. Finalize all necessary up to date reports and documents required under the terms of this ~~Agreement~~ Contract up to the date of termination, up to and including the final expenditure report due at the end of the Contract, if any, without reimbursement beyond that due as of the date of termination for services rendered to the termination date.

7. **Availability of Funds.** Payment under this Contract is contingent on the funds contemplated in this Contract being made available to the COUNTY. In the event funds to finance all or part of this Contract do not become available, obligations of each party to this Contract may be terminated upon the AGENCY'S receipt ~~by the AGENCY~~ of the COUNTY'S notice. The COUNTY shall be the sole and final authority as to the determination of the availability of funds.

13. **ARTICLE V PROVISION OF SPACE FOR SERVICES** (Article V is Applicable when County Space is Being Used), has changed to read as follows.

1. **Use of Space:** The COUNTY will provide the space located at: **Apopka/Zellwood Neighborhood Center for Families, 6565 Willow St., Zellwood, FL 32798, ~~John Bridges Community Center 445 W. 13<sup>th</sup> St. Apopka, FL 32703, Bithlo Neighborhood Center for Families, 18510 Madison Avenue, Orlando, FL 32820, Taft Neighborhood Center for Families, 9500 S. Orange Avenue, Orlando, FL 32824, Taft Community Center, 9540 S. Orange Avenue, Orlando, FL 32824, and Sphaler Activity Center, 10011 4<sup>th</sup> Street, Orlando, FL 32824~~** (the "Designated Space") which shall be utilized by the AGENCY solely for the lawful purpose of providing the Sservices described in this Contract. If no space Designated Space is ~~designated~~ provided by the COUNTY, then this Article V does not apply.

2. **Utilities:** Under the terms of this Contract, the COUNTY is obligated to pay utility charges for the Designated Space. Such charges will include electrical, water,

sewer, fire/life safety protection service, gross receipt taxes or any other cost that the local utility company may add to its monthly utility bill ~~during the duration of this while this Contract is in effect.~~

7. **Fixtures and Alterations:** ~~After taking occupancy of the Designated Space, The~~ AGENCY shall not, without the COUNTY'S prior written consent, attach any fixtures in or to the Designated Space or change, alter, or make additions to the Designated Space, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Designated Space. Such prior written consent ~~shall~~ may not be unreasonably withheld. Where the COUNTY has approved AGENCY'S modifications to the Designated Space, the AGENCY shall only be required to remove its modifications and restore the Designated Space to its original condition upon the AGENCY'S vacating of the Designated Space should the ~~COUNTY'S approval~~ make such restoration a requirement condition of its approval. If, however, AGENCY elects to remove its modifications upon vacating the Designated Space, then AGENCY, at its expense, shall restore the Designated Space to its original condition, ordinary wear and tear excepted.
9. **Access to Designated Space:** The COUNTY shall provide reasonably unobstructed access to the Designated Space to the AGENCY. The COUNTY reserves ~~it's~~ the right to ~~have ultimate control over~~ determine when access to the Designated Space ~~should~~ may be restricted. The COUNTY may, in its sole and absolute discretion, remove any person from the COUNTY'S premises, including from the Designated Space, at any time. The AGENCY shall cooperate fully in COUNTY'S efforts to maintain security within the Designated Space and shall follow all regulations promulgated by the COUNTY with respect thereto.
10. **Signs:** The AGENCY shall not install or locate signs in the windows ~~or~~ and doors of the Designated Space or any other part of the Designated Space or grounds without first securing the COUNTY'S written consent. Any signs installed by the AGENCY with the COUNTY'S permission shall be maintained in good repair and shall be removed, and any building or grounds damage therefrom restored by the AGENCY at the AGENCY'S expense.
14. **Article VII BACKGROUND SCREENING OF EMPLOYEES AND VOLUNTEERS,** has changed to read as follows.
  1. **Background Screenings of Staff and Volunteers:** In accordance with Section 402.302, Florida Statutes, as may be amended from time to time, all AGENCY staff and any volunteers assisting on an intermittent basis for more than ten (10) hours per month shall successfully complete a Level # 2 Background Screening prior to providing any services associated with this Contract. Such screenings shall be performed according to those standards set forth in Section 435.04, Florida Statutes, as may be amended from time to time. Volunteers providing such services less than ten (10) hours per month shall be exempt from screening requirements if a person meeting the screening requirements of Section 402.305(2), Florida Statutes, is always present and has the volunteer in his or her line of sight. Level # 2 screenings

shall be performed at no additional cost to the COUNTY and shall include, but not be limited to, the following:

**4. Verification of Employment Status.**

- a. By executing this Contract, the AGENCY hereby certifies that, pursuant to Florida law, it:
  - i. Complies with the terms and provisions of Section 448.095, Florida Statutes, as they apply to the AGENCY;
  - ii. Is registered with, and uses, the E-Verify system to verify authorization status of all newly hired employees;
  - iii. Should the AGENCY enter into a subcontract utilizing any portion of the Contract funds provided pursuant to this Contract, 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
  - iv. When applicable, the AGENCY shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Contract.
- b. 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 Contract with the AGENCY pursuant to Section 448.095(2)(c)1, Florida Statutes.
- c. If the COUNTY terminates this Contract 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 Contract was terminated, and the AGENCY will be liable for any additional costs incurred by the COUNTY as a result of the termination of this Contract.

~~The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:~~

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

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

~~A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.~~

15. **Article VIII INDEMNITY, SAFETY, AND INSURANCE**, has changed to read as follows.

1. **Indemnity:** 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 Contractor AGENCY or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the COUNTY of sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

2. **Protection of Persons and Property:** The AGENCY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract.

b. The AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

3. **Insurance:**

m. The certificate holder shall read:

Orange County, Florida  
Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, Florida 32801

16. **Article IX** RECORDKEEPING, MONITORING AND AUDITS, has changed to read as follows.

**1. Recordkeeping:**

- e. The AGENCY shall receive and submit Audited Financial Statements to the COUNTY within one hundred and eighty (180) days of the close of the AGENCY'S fiscal year. Such reports shall be prepared by an independent certified public accountant. The AGENCY shall also provide to the COUNTY a copy of its management letter, if issued, and the AGENCY'S response. If the AGENCY is unable to meet the deadline, the AGENCY shall submit a written request for an extension to the COUNTY'S Manager of ~~the~~ its Citizens' Commission for Children Division ("CCC") before the one hundred and eighty (180) day period has lapsed.

**2. Monitoring and Evaluation:**

- a. The AGENCY shall provide to the COUNTY, upon request, all data needed for the purpose of monitoring, evaluating and/or auditing the program(s) within five (5) to seven (7) business days. This data shall include, but not be limited to, clients served, services provided, outcomes achieved, information on materials and services delivered, and any other data required, in the sole discretion of the COUNTY, that may be required to adequately monitor and evaluate the Sservices provided under this Contract. Monitoring shall be performed in accordance with COUNTY'S established Noncompliance Standards, a copy of which is attached hereto and incorporated by reference as **Attachment H**.

17. **Article X** CONFIDENTIALITY, has changed to read as follows.

- 4. The AGENCY shall ~~have ensure that~~ all clients ~~of the recipients of~~ Services provided pursuant to this Contract, ~~or their parent or legal guardian, as applicable,~~ sign an appropriate authorization or release that permits the AGENCY to COUNTY to access their PHI and PII for share PHI, PII, and other confidential information with the COUNTY for program monitoring, auditing, referral, and case management purposes. The AGENCY shall use a form substantially similar to the Authorization for Release of Information attached to this Contract as **Attachment K**.

18. **Article XIV** OTHER CONDITIONS, has changed to read as follows.

- 4. **Jury Waiver:** The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any right they might have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement Contract.

- 10. **Scrutinized Companies.** By executing this Contract, the AGENCY certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with



the COUNTY for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Contract, the AGENCY certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel. The COUNTY reserves the right to terminate this Contract immediately should the AGENCY be found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

~~40.~~ 11. **Debarment and Suspension:**

~~41.~~ 12. **Licenses and Permits:**

~~42.~~ 13. **Program Location:** All program(s) and service(s) shall be located in appropriate settings that are convenient, safe, clean and well maintained. The parties shall work together to secure program locations in cooperation with other NCF agencies.

~~43.~~ 14. **Staff-to-Youth Ratio Requirement**

~~44.~~ 15. **Grievance Procedures:** The AGENCY agrees to establish a formal written grievance process with procedures through which clients and recipients of Sservices may present grievances to the governing authority of the AGENCY regarding Sservices being provided under this Contract. Additionally, the AGENCY agrees to establish fair hearing procedures that ensure all persons will be advised of their rights to a fair hearing to appeal a denial or exclusion from Sservices and/or the failure of staff to ~~take into~~ consider the individual's choice of service. The AGENCY'S internal grievance procedure must document and include, at a minimum, the following: date of grievance, a written response to the applicant, within thirty (30) days, the opportunity for the applicant to meet with the AGENCY Executive Director and/or designee. Upon request by the COUNTY, the AGENCY shall provide a written report as to the grievance outcome within five (5) normal COUNTY working days. The AGENCY will maintain these documents on file for review by the COUNTY.

~~45.~~ 16. **Agency or Program Modification:**

~~46.~~ 17. **Requested Information:**

~~47.~~ 18. **Incident Reporting and Client Risk Prevention:**

~~48.~~ 19. **Orange County Logo:**

~~49.~~ 20. **No Third-Party Beneficiaries:**

~~20.~~ 21. **Unauthorized Purpose:**

~~21.~~ 22. **Software Installation:**

~~22.~~ 23. **Leased Property:**

~~23.~~ 24. **Participant's List:**

~~24.~~ 25. **Field Trips:**

~~25-26.~~ **Priority Clients:**

~~26-27.~~ **Service Location and Equipment:**

~~27-28.~~ **Noncompliance Standards:**

~~29.~~ **Force Majeure.** The parties shall not be held responsible for any delay or failure in performance of any part of this Contract 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 a party's control so long as the party's delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the parties cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that existed at the time this Contract was executed.

~~28-30.~~ **Entire Agreement:** This Contract, 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-Contract~~ supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

~~29-31.~~ **TRUTH IN NEGOTIATION CERTIFICATE:**

All other terms and conditions remain unchanged.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



By: \_\_\_\_\_

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

Zulay Millan, CPPO, CPPB, FCCM  
Procurement Division Assistant  
Manager

**The Devereux Foundation, Inc.**

DocuSigned by:  
  
C95088B998B0428...  
\_\_\_\_\_  
Signature

Lisa Kroger

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

Executive Director

\_\_\_\_\_  
Official Title

09/13/21

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **Annual Performance Measures Menu**

#### **Family Support Services (FSS)**

Families participating in programs will demonstrate healthy family functioning by the following performance measures:

**FSS1** - program participants will increase their knowledge of parenting by either achieving at least 90% on the post-test or demonstrating an increase from the pre-test using an instrument pre-approved by the CCC.

**FSS2** - program participants will demonstrate a 90% proficiency or higher on the post-test or will increase their knowledge and/or learned behaviors or personal safety as measured by standardized CCC approved pre-and post-test.

**FSS4** - program participants sixteen years of age or older, who have met the participation requirement, will obtain employment, enroll in a continuing educational or vocational program, or achieve a score of 90% on the post-test or demonstrate an increase from pre- to post-test (if the pre-test score was not a 90%).

**FSS5** - youth and/or adults participating in the literacy program will improve their literacy skills as demonstrated by a CCC-approved standardized instrument.

**FSS6** - individuals who receive medical or nursing services will demonstrate maintained or improved health as evidenced by documentation.

**FSS7** - Seniors who contribute 36 hours annually to volunteer for activities and/or organizations that serve the community.

**FSS8**- Seniors who attend a minimum of 6 social activities per year.

**FSS9** - Seniors who attend at least four educational presentations or programs to improve awareness and healthy functioning.

**FSS10**- Seniors who attend the Arts and Crafts classes will demonstrate proficiency in the curriculum by the completion of at least six projects.

**FSS11** - Seniors who attend at least 50% of the scheduled daily lunch programs for the year.

#### **Juvenile Prevention/Diversions (JPD)**

Youth Participating in supervised enrichment activities will demonstrate improved quality of life by the following performance measures:

**JPD1** - program participants shall achieve or maintain a cumulative GPA of 2.0 or higher or will show an increase in their cumulative grade point average, from the first semester or previous year.

**JPD2** - program participants with below-average reading, math, and/or English scores will achieve an increase in scores as measured by CCC-approved pre- post-tests and/or school records. (i.e. assessments, school grades).

**JPD3** - program participants who show improvement in school behavior where appropriate (i.e. case notes, surveys, disciplinary referrals, suspensions, school records) from the most recent school quarter report before program entry or previous year.

**JPD4** - program participants who are not involved nor have repeat involvement/offenses with the Department of Juvenile Justice (DJJ) system during the time of intervention.

**JPD5** - students who show improvement or maintain satisfactorily school attendance (4 or fewer unexcused absences per semester), or truant students (5 or more unexcused absences per semester) achieved a reduction in truancy from the first semester to the second semester.

### **Mental and Physical Health (MPH)**

Families participating in support programs and services will demonstrate healthy family functioning by the following measures:

**MPH2** - program participants who maintain stability if already stable or exhibit improvement (pre-assessment/post-assessment) in mental health (i.e. CFARS, parent-child relationship, Baker Act, CALF, Exceptional Student Education referrals, depression inventory, Patient Health Questionnaire-9).

**MPH3** - program participants who maintain positive health screenings and/or show improvement (pre-assessment/post-assessment) in physical health (i.e. timely immunizations, physical exams, dental check-ups Patient Health Questionnaire-9).

**MPH5** - program participants will demonstrate a 90% proficiency or higher on the post-test or will increase their knowledge and/or learned behaviors or personal safety as measured by standardized CCC approved pre-and post-test.

**MPH6** - individuals receiving school-based nursing services will be returned to class at least 50% of the visits.

**MPH7** - individuals receiving school entry physical exams and/or updated immunization records will officially enter school at the start of the following school year or within 14 days of the initial visit to the Nurse.

**MPH9** - program participants who remove or reduce health-related risk factors through instructional presentation(s) as evidenced by a score of 90% or greater on the post-test or by return demonstration (observed behavior) for children under 5 years of age.

**Y21-2111(Rv. 1)**  
**ATTACHMENT B**  
**THE DEVEREUX FOUNDATION, INC.**

Neighborhood Center	Program	Service to be Provided	Unit of Service	Total Units to be Delivered	Unit Rate	Total
APOKA/ZELLWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	1300.60	\$ 59.64	\$ 77,567.78
BITHLO	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	1,300.60	\$ 63.87	\$ 83,069.32
EATONVILLE / PINE HILLS	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	1,300.60	\$ 59.64	\$ 77,567.78
ENGELWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	1,300.60	\$ 63.87	\$ 83,069.32
TAFT	FAMILY COUNSELOR (Lead)	COUNSELING	DIRECT SERVICE HOURS	1,300.60	\$ 68.19	\$ 88,687.91
TANGELO	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS	1,300.60	\$ 59.64	\$ 77,567.78
TANGELO	CASE MANAGER	CASE MANAGEMENT	DIRECT SERVICE HOURS	1,300.60	\$ 55.87	\$ 72,664.52
					<b>Total</b>	<b>\$ 560,194.43</b>

The parties agree that the COUNTY has provided the AGENCY a copy of the specific requirements for the programs and services described in this Attachment B, that additional copies will be provided to the AGENCY upon request, and that the parties shall be bound by the terms of the specific requirements for the programs and services described in this Attachment B.

**ATTACHMENT D**  
**AGENCY STANDARDS for NCF Providers**

1. The AGENCY agrees to be a member of the Neighborhood Centers for Families (NCF) identified in **Attachment B**, and actively participate with all fellow members of those Neighborhood Center(s) for Families to achieve the Outcomes outlined in **Attachment A** and utilizing the Service Codes in **Attachment E**. Agency/program-specific outcomes and services will be identified and agreed upon using the Citizens' Commission for Children's approved Program Data Form(s). The parties agree that the AGENCY has been provided a copy of the COUNTY'S Program Data Form(s), can obtain additional copies from the COUNTY upon request, and shall be bound by the terms of the Program Data Form(s). Outcomes must be met annually.
2. CCC funds are to be utilized for prevention or early intervention programs and services. NCF/AGENCY programs and services may support, but shall not assume responsibility for, cases of the Department of Juvenile Justice, Children and Family Services or similar intervention and enforcement agencies.
3. The AGENCY shall deliver the total number of units of service as outlined in **Attachment B**.
4. The unit of service method of payment provides an employee with sufficient time to complete administrative paperwork, to demonstrate outcome achievements for contracted services and to meet any agency licensures or accreditation requirements in order to maintain the CCC contracted level of service provision. The purpose of the twenty-five percent (25%) administrative time is to ensure that staff has sufficient time to complete all of the necessary documentation in order to meet the NCF-contracted outcomes and the provider agency standards. It is not the intent for the administrative hours to be utilized on a program not funded through the NCF or on other budgeted NCF programs. The CCC has the right to adjust the administrative time to accurately reflect program requirement.
5. The programs shall be conducted Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., or as approved by the COUNTY's Manager of the CCC or designee.
6. The AGENCY shall actively participate in the collaborative effort to achieve the Neighborhood Centers for Families Collaborative Outcomes outlined in **Attachment A**.
7. The AGENCY shall submit to the COUNTY's Manager of the Citizens' Commission for Children Division or designee a monthly events calendar. The schedule shall contain the following information:
  - a. Location(s) where event units of service will be delivered;
  - b. Dates and times of program operations that contribute directly to event units of service;



- c. Dates and times of special activities to include field trips and community events that contributes directly to units of service delivery.

The AGENCY shall submit each month's schedule by the 10<sup>th</sup> day of the previous month. Modifications to the schedule shall be made in advance and in writing and submitted to the COUNTY'S Manager of the CCC or designee.

8. The AGENCY shall require all staff providing units of service under this Contract to attend up to eight (8) hours per month of NCF staff meetings and twelve (12) hours per year of COUNTY's CCC directed training. NCF meetings and COUNTY's CCC directed training should not be billed as direct service. Any exceptions to this requirement must be approved in advance by the COUNTY's Manager or designee of the CCC.
9. The AGENCY shall not locate COUNTY property outside of the Neighborhood Centers for Families without expressed written permission from the COUNTY. Any COUNTY equipment that is allowed to leave the NCF must be signed out to an NCF member. The AGENCY shall only use COUNTY equipment for delivery of services and for the achievement of outcomes designated in **Attachment A**. The AGENCY or its employees shall not use any COUNTY equipment or COUNTY-paid facilities for personal or non-NCF business. The AGENCY shall request in writing the temporary or permanent relocation of any COUNTY owned equipment.
10. Each AGENCY receiving funds from the COUNTY's CCC for programs and services is required to identify one (1) CCC AGENCY representative. The AGENCY representative will be appointed to the CCC AGENCY Council in accordance with the CCC's NCF Operations Manual. The parties agree that the COUNTY has provided a copy of the CCC's NCF Operations Manual to the AGENCY, that additional copies are available to the AGENCY upon request, and that the parties shall be bound by the terms of the NCF Operations Manual. The AGENCY representative must be knowledgeable of all of its AGENCY CCC-funded programs and services. The functions and responsibilities of the AGENCY representative include, but are not limited to, those described in **Attachment F**.
11. If the AGENCY is receiving \$10,000 or less in combined CCC funding and/or does not receive funding for staff from the CCC, they may submit a written request for exemption from participating on the AGENCY Council to the CCC.
12. The NCF Manager and/or designee will participate in the evaluation and selection process for the Neighborhood Coordinator position. The COUNTY's Manager of the CCC, or designee, reserves the right to give final hiring approval in the selection, hiring and termination of every Neighborhood Coordinator, Administrative Assistant and NCF Manager. The NCF Manager, in coordination with the AGENCY Council Representative/designee, shall be involved in the hiring, evaluation, and termination of the Neighborhood Coordinators.

13. The NCF Manager, Senior Neighborhood Coordinator, and/or designee will provide input into the selection process for all NCF and AGENCY frontline staff contributing to the delivery of units of service.
14. The functions of the NCF Manager, Sr. Neighborhood Coordinator, Neighborhood Coordinator, AGENCY Representative and Frontline Staff are listed on **Attachment F**.
15. The NCF and / AGENCY shall maintain written job descriptions, including identification of duties and qualifications for all positions contributing to the delivery of units of service.
16. CCC shall conduct written annual performance reviews ~~will be conducted~~ for all employees. All employees must meet satisfactory work performance standards. A record that the performance review was conducted and that the employee meets satisfactory work performance shall be transmitted to the NCF Manager, Senior Coordinator, and/or the CCC Manager or designee.
17. The COUNTY's Manager of the CCC and/or designee will receive prior notification of all annual performance reviews for NCF Managers, Senior Coordinators, and Neighborhood Coordinators. In addition, the CCC reserves the right to participate in the evaluation process by providing a written assessment of employee performance, to be included in the overall performance evaluation.
18. The AGENCY agrees to resolve staff grievances through a collaborative process, using the CCC designated Administrative Agent to facilitate the process. The Administrative Agent agrees to establish fair hearing procedures that ensure all persons will be advised of their rights to a fair hearing. At a minimum, a response to the staff grievance will be provided within thirty (30) days. Upon request by the COUNTY, the Administrative Agent shall provide a written report as to the grievance outcome within five (5) normal COUNTY working days. The Administrative Agent will maintain these documents on file for review by the COUNTY.
19. Schedules for all staff funded through the COUNTY's CCC should be maintained by the Senior Neighborhood Coordinator or Neighborhood Coordinator on site. Each staff schedule should indicate the location and hours worked each day. All CCC funded personnel working on site or within reasonable proximity to the main NCF office must sign in and out daily.
20. The NCF and AGENCY will maintain a system to document and track client progress and will be responsible for a written report on the achievement of Service Standards and contracted outcomes identified in **Attachment A**.
21. The AGENCY is responsible for prompt payment of all salaries, wages, and related payroll taxes for positions funded by the COUNTY. Salaries and wages shall not be paid in advance.

22. The CCC reserves the right to review, evaluate, monitor and/or audit NCF and AGENCY records at any time upon reasonable notice, with a minimum of three (3) normal COUNTY working days' notice to the AGENCY, Senior Neighborhood Coordinator, and/or NCF Manager. In case of an emergency, the CCC may review, evaluate, monitor, and/or audit NCF/AGENCY records without notice.
23. The CCC shall have the right to request AGENCY reassignment and/or transfer of all employees. Such request for reassignment shall be completed by the AGENCY in an appropriate and timely manner as agreed upon by the CCC and member AGENCY.
24. All employees shall be prohibited from use of work time, COUNTY equipment, supplies or funds for personal use or to assist political parties, activities or candidates for public office.
25. All NCF employees will participate in the NCF collaborative process, to include case collaborative meetings. The collaborative process will include a single point or process for access to the NCF including common intake, assessment or information forms. Programs and services will be provided at convenient, family-friendly times and in neighborhood locations to maximize community access and to ensure Service Standards are achieved.
26. The AGENCY receiving COUNTY funds shall obtain appropriate authorizations from all clients to allow collaborative consultations to benefit clients and to allow demographic, service provision and outcome data to be collected and entered into the COUNTY HIPAA compliant data management system. The AGENCY agrees to utilize the Collaborative Client Information System and the associated Authorization for Release of Information as a collaborative partner of the NCF system.
27. Inquiries and calls from individuals, families, and organizations within the community to the NCF should be responded to within one (1) normal COUNTY working day. Follow ups to formal referrals must be conducted and documented. After-hours/emergency access is encouraged.
28. Each NCF shall publish one (1) phone number that will be answered with the greeting: "(Community) Neighborhood Center for Families." This number should be located at the neighborhood center, which will be identified with signage as the (Community) Neighborhood Center for Families.
29. Any informational flyers, event handouts, pamphlets, etc. related to NCF services and distributed by the NCF frontline staff and/or AGENCY must have prior approval of the COUNTY's Manager of the CCC or designee.
30. The NCF Manager, Senior Coordinator, and AGENCY representatives must have direct knowledge of the unit of service budgets for the NCF and AGENCY.
31. The total budget for the units of service contracts may not be exceeded.

32. The AGENCY acknowledges receiving a copy of the Operations Manual issued by the COUNTY's CCC. To the extent allowed by law, the AGENCY agrees to comply with the procedures as they may be amended and provided to the AGENCY in writing by the COUNTY's CCC. The AGENCY accepts responsibility for ensuring compliance with mandatory provisions of the Operations Manual and for keeping informed of amendments to such documents.

### **Neighborhood Center for Families Reporting Requirements**

33. The AGENCY staff members must submit reports with all acceptable source documents, as requested, by the COUNTY's Manager of the CCC or designee. Source documents may include, but are not limited to, daily activity logs, sign-in sheets, client lists, attendance rosters, and time sheets. The requirement of documentation and the acceptability of documentation are at the sole discretion of the CCC.

34. The supporting information will be organized in such a fashion that the relationship between the documentation and reported data is clear and unambiguous.

35. The NCF Manager and/or Senior Neighborhood Coordinator shall be responsible for reviewing and submitting reports as prescribed by the CCC which may include, but are not limited to, documenting delivery of services, outputs, and outcomes. The CCC shall provide a schedule of timelines and due dates to NCF Managers and Senior Coordinator for distribution. The NCF Manager and/or Senior Coordinator shall provide member agencies (if requested) with copies of all reports submitted to the CCC. Noncompliance may result in penalties as stipulated in **Attachment H**.

36. The AGENCY shall submit Quarterly Direct Service Reports (QDSR) to the COUNTY's CCC through the respective Neighborhood Centers for Families. These reports shall follow the format prescribed by the COUNTY's CCC.

37. The AGENCY shall be responsible for providing the Neighborhood Coordinator, Senior Coordinator and/or NCF Manager with one (1) copy of the Quarterly Direct Service Report (QDSR) containing the necessary information and documentation for reports required by the CCC including the AGENCY Council Representatives approval signature, by the 5<sup>th</sup> of the month or the preceding Friday if the 5<sup>th</sup> falls on a weekend. The Neighborhood Coordinator, Senior Coordinator and/or NCF Manager will compile the reports and submit the final NCF report to the CCC by the 10<sup>th</sup> of the month for the first through the third quarters. Fourth quarter reports are due to the CCC by the 5<sup>th</sup> of the month. The report may be submitted utilizing a paperless email-based delivery without the actual signature of the AGENCY Council Representative or designee provided that the email submission to the NCF originates from the designated email address(s). The paperless submission will indicate that the attached QDSR has

been reviewed and approved by the AGENCY Council Representative or designee.

38. Quarterly Direct Service Reports (QDSR) not submitted by the deadline will be considered non-compliant and may result in penalties as provided in **Attachment H**.
39. If the AGENCY'S delivery of units of services is greater than a ten-percent (10%) variance of any quarter's unit of service delivery target, as outlined in **Attachment B**, the AGENCY shall submit a comprehensive corrective action plan to the COUNTY's Manager of the CCC or designee by the 15<sup>th</sup> of the month following the quarter of non-compliance.
40. Each program contributing to the delivery of units of service must maintain a daily activity log containing the ten (10) types of information as outlined in the Operations Manual. The daily activity log must record all CCC funded hours worked by NCF staff members. A copy of the daily activity logs must be provided to the NCF Coordinator upon submission of the Quarterly Direct Service Report. Any waivers must be approved in writing by the COUNTY'S Manager of the CCC or designee.
41. The AGENCY's Quarterly Direct Service Hours Report will be verified by the NCF Manager/CCC designee. The AGENCY has three (3) normal COUNTY working days from the receipt of notification of verified hours to justify and make corrections to the verified hours and make any revisions to the Quarterly Unit of Service Report. The AGENCY will only be paid for hours earned and verified by the NCF Manager/CCC designee.
42. The AGENCY shall submit to the COUNTY's CCC the Quarterly Unit of Service Reports, for each program on or before the 25<sup>th</sup> of the month following the previous quarter for units of service delivered for the first through the third quarters. Quarterly Unit of Service Reports for the fourth quarter shall be submitted by the 15<sup>th</sup> of the month following the close of the quarter. The AGENCY agrees to correct all Quarterly Unit of Service Report discrepancies noted in COUNTY's CCC issued Non-Compliance letters and shall resubmit its Quarterly Unit of Service Report within three (3) normal COUNTY working days.
43. No revised Quarterly Direct Service Reports or Unit of Service Delivery Reports will be accepted unless authorized in writing by the CCC.
44. When applicable, the NCF and AGENCY will submit to the COUNTY a written report listing the Average Daily Attendance of clients for programs that have a recreational component by each semester. Such reports must be submitted by the 10<sup>th</sup> of the month following the semester to the CCC identified as the **Attachment G** in the contract.

45. The NCF and AGENCY will maintain documentation of all leveraged funds including, but not limited to, in-kind contributions, volunteer hours, and funding matches. Such documentation is subject to CCC verification.
46. An inventory of all NCF equipment shall be performed and the form signed by the NCF Manager and/or the Senior Coordinator any time there is a personnel change in NCF Manager, Senior Coordinator, Neighborhood Coordinator, and/or AGENCY Council Representative. This inventory shall be submitted in writing to the CCC prior to the change in personnel.

**ATTACHMENT E (Rv. 1)  
Service Codes**

**Service Definitions:**

1. **Direct Service Hour:** Any hour (or part of an hour) spent working directly or indirectly with and/or for the betterment of an identified client. Any time that can be legitimately assigned to a CCC Service Code is considered a Direct Service Hour (or part of a direct service hour).
2. **Required Direct Service Hours:** The number of direct service hours agreed upon by contract and reported on the Monthly Direct Service Hour Report (MDSR).
3. **Program Data Form:** A companion form to the Budget packet. This form provides detailed information by the program regarding service delivery, Service Codes used, outcomes targeted, and more.
4. **Series:** A fixed number of classes or programs that must occur in sequential order. A series may have a specific start and end date or it may be self-paced, permitting clients to proceed at their speed.
5. **Curriculum-based:** A formal course of study with specific educational goals.
6. **For all group activities, the program shall:** Abide by the staff-to-youth ratio established by their agency. If that staff-to-youth ratio does not meet the minimum standard of care as stated in Section 402.305 Florida Statutes, the agency shall increase staff-to-youth ratios to meet these minimum standards. Section 402.305 Florida Statutes, states the minimum staff-to-youth ratio for on-site group activities is 1 staff to every 25 youth; field trips and other off-site activities require one extra adult, in addition to the on-site requirement. This standard shall be required for all programming paid for with funds under this Contract.
7. **Report Data:** Unduplicated agency count to be submitted with Quarterly Direct Service Report.
8. **Case Management:** A service delivery model, which provides an individualized plan for each client to achieve stated goals. Progress toward the achievement of the plan is monitored and documented. Services include direct client contact as well as contacts and meetings with others specifically related to the client and case plan.
9. **Family Support Activities:** Activities that increase family involvement through direct contact with family members, i.e. family visit, parent night, etc.
10. **Monthly Direct Service Report (MDSR):** A report given to the CCC from each NCF outlining the monthly activity of the Frontline Staff in the NCF. This report indicates the following:

- Agency
- Frontline Staff name
- Position title
- Required Direct Service Hours
- Direct Service Hours (listed by Service Code)
- Percentage of time allocated to each Service Code
- Output data (as required by the Service Code)
- Outcomes impacted
- Core Group clients served
- Unduplicated Client Count

11. **Quarterly Direct Service Report (QDSR):** A report given to the CCC from each NCF outlining quarterly activity of the Frontline Staff in the NCF. This report indicates the following:

- Agency
- Frontline Staff name
- Position title
- Required Direct Service Hours
- Direct Service Hours (listed by Service Code)
- Percentage of time allocated to each Service Code
- Output data (as required by the Service Code)
- Outcomes impacted
- Core Group clients served
- Unduplicated Client Count

**The AGENCY shall report units of service quarterly utilizing the CCC approved Quarterly Direct Service Hour Report form.**



**Community Development Services (100)**  
**(Should be included in the NCF Community Plan)**

- A. Organizing and strengthening the community and identifying community resources as reflected in a written plan developed with community input and approved for use by the CCC. Includes activities that increase resident knowledge and utilization of community resources, and build community cohesiveness, such as citizen recruitment, community projects, technical assistance, and training for citizen groups.
- B. Meetings and events attended by staff to foster community collaboration. Participation in these meetings and/or events is aimed toward establishing community rapport to cultivate community relationships between the NCF and community partners. Examples of meeting types could be school-based, such as, but not limited to, participation in SAC meetings and/or PTA meetings.

**Documentation/Report Data**

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

Direct service hours in the 100 series should be used sparingly. Program staff should not exceed 10% of total direct service hours per quarter. The agency should keep on file the number of community activities, projects, meetings, and events attended and/or facilitated.

**Educational Services (200)**

- A. Youth - Academic enrichment provided to an individual student or a group of students in grades pre-K-12, including but not limited to, tutoring, homework assistance, academic field trips, and academic-related games/activities (i.e. spelling bee, Academic Olympics). Service may include conferences/contacts/follow-up at the school or home specific to the program participant or group. May include family support activities.
- B. Adult-Long or short-term curriculum-based instruction directed toward specific academic, non-vocational attainment (GED, ESOL, literacy, etc.). The curriculum may also be instruction based on a single academic/educational topic. Service may include assessment, testing, and monitoring of progress.

**Documentation/Report Data**

# of Direct Service Hours per Quarter

## **Agency Record Keeping Responsibility**

The agency should keep on file progress made by each client and the number of clients served by the program. Sign-in sheets should also be kept as backup documentation. A client list should be maintained of all clients served in this Service Code series. If the program conducts a group activity, a Quarterly attendance roster should be kept with the names of all participants.

### **Employability & Training Services (300)**

#### **Youth**

- A. Youth Employment Training - Curriculum-based employment skills training for youth. Instruction is provided in time management, application preparation, resume preparation, interviewing techniques, and career goal setting. May include family support activities.

#### **Adult**

- B. Adult Training/Education - Individual or group curriculum-based instruction program providing job-related training and certification.
- C. Career Counseling and Case Management - Case coordination to advance career goals and one-on-one career development counseling for employment and training opportunities. Services provided may include coaching to assist clients in preparing for and/or locating jobs and/or training programs. Examples may include but are not limited to referrals to job fairs, Internet job searches, and adult life skills training.
- D. Career and Employment Events ...Advocacy efforts and activities with employers and hiring executives to increase opportunities to gain and retain employment. Examples may include, but are not limited to hosting and/or participating in Career/Employment Fairs, Employer Resource Fairs, seminars, workshops... etc., that will enable those seeking employment, as well as the employer community, to access a variety of information designed to improve a client's potential toward securing and maintaining employment.

#### **Documentation/Report Data**

# of Direct Service Hours per Quarter

## **Agency Record Keeping Responsibility**

The agency should keep a client list indicating the number of clients served by the program on file for this Service Code Series. If a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance and sign-in sheets.

Approval for service provided outside of the daily NCF service activities should be requested on page 3 of the Program Data Form. In the instance of an unanticipated

request, the agency shall submit an updated, corrected copy of the form. Once approval has been provided, documentation will be kept in the daily activity logs.

### **Family Support Services (400)**

- A. Family Crisis and Intervention - Immediate assistance to families and or individuals before, during, and after a crisis.
- B. In-home Education and Support - Assistance provided in and to the home to develop and complete a family plan. Services include contacts and meetings specifically related to the family and case plan. Services could also include ongoing participatory curriculum-based activities for parents and children.
- C. Parent/Family Education and Training - Series of curriculum-based classes and/or activities to teach or improve parenting skills. Related classes may be provided for other family members.

### **Documentation/Report Data**

# of Direct Service Hours per Quarter

### **Agency Record Keeping Responsibility**

**The agency should keep a client list indicating the number of clients served by the program on file for this Service Code series.**

- A. The agency should keep a client list indicating the number of clients served by the program on file for this Service Code series and progress notes to support crisis intervention.
- B. Individual or family case/service plans will be required for the in-home education and support and parent/family education and training services.
- C. If a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance. Sign-in sheets should also be kept as backup documentation.

### **Health Services (500)**

- A. Health Management - Provision of onsite health services including assessment, treatment, medication, information, and referrals. May also include assessing, identifying, and/or planning, the health needs of families/individuals and developing individualized service plans. Follow-up is provided for clients with identified health needs.

- B. Health Education - Group presentations concerning health information and community resources. Maybe a single presentation or series.
- C. Nutrition Services - Provision of meals and other nutrition items at a congregate site and/or delivered to home.
- D. Community Health Initiatives – Health Fairs, Immunization Initiatives, Back to School Events, and School Initiatives.

### **Documentation/Report Data**

# of Direct Service Hours per Quarter

### **Agency Record Keeping Responsibility**

The agency should keep a client list indicating the number of clients served by the program on file for this Service Code series. If a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance. Sign-in sheets should also be kept as backup documentation. Approval for service provided outside of the daily NCF service activities should be requested on page 3 of the Program Data Form. In the instance of an unanticipated request, the agency shall submit an updated, corrected copy of the form. Once approval has been provided, documentation will be kept in the daily activity logs.

- A. If ongoing support is needed, a service plan or case plan will be required.

### **Counseling Services (600)**

- A. Individual/Family Counseling - Therapeutic strategies that are utilized by mental health counselors to improve individual behavior and functioning or interactions between family members. Service includes contacts and meetings related specifically to the individual or family. May include family support activities.
- B. Group Counseling and Support - Individuals with related issues meet as a group with a mental health counselor. Case plans are maintained for individuals in the group. May include family support activities.
- C. Clinical Counseling Consultation - Clinical consultation provided to or received by counselors in the NCFs. This consultation refers to time spent with/by the agency representative qualified and authorized to provide clinical direction to NCF counselors from that agency. To be utilized as approved by the CCC only.

### **Documentation/Report Data**

# of Direct Service Hours per Quarter

## Agency Record Keeping Responsibility

The number of clients served by the program.

- A. Individual or family case plans or service plans will be required for this service code series. The agency should keep on file progress made by each client.
- B. Group activity is conducted; a roster should be kept with names of all participants along with records of Quarterly attendance. Sign-in sheets should also be kept as backup documentation. Individual or family case plans or service plans will be required for this service code series. The agency should keep on file progress made by each client.
- C. The number of consultation hours received or provided.

## Recreational Services (700)

### Youth

- A. Supervised Youth Teams - Supervised youth teams provided during non-school hours. An ongoing commitment to the team is expected but the program may have a specific start and end date. May include family support activities.
- B. Supervised Recreational Activities - Supervised recreational services for youth during non-school hours. Program offerings vary and may include recreational, arts, and academic enrichment activities. May include family support activities.
- C. Individual and Group Client Maintenance/Support - Service may include conferences, contacts/follow-up at the school or home specific to the program participant or group. May include family support activities.

### Seniors

- D. Senior Clubs/Organization - Although program activities may vary, the club usually has a specific purpose or focus and an ongoing commitment is expected. May include family support activities.
- E. Senior Recreational Activities - Program offerings vary and may include recreational, arts, and academic enrichment activities. May include family support activities.

## Documentation/Report Data

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

The agency should keep on file the number of clients served by the program; if a group activity is conducted a roster should be kept with names of all participants along with records of Quarterly attendance. Sign-in sheets should also be kept as backup documentation. Per the agency contract, staff-student ratios should be maintained. Non-CCC-funded staff may be utilized to reduce youth-to-staff supervision ratios as needed with appropriate documentation.

**Youth Development Services (800)**

- A. Life Skills Training - Curriculum-based training for youth to deter/alter unacceptable behavior and to learn decision-making skills and social communication. May include family support activities.
- B. Mentoring - One-on-one mentoring for students in grades K-12. An individual plan is prepared and maintained. Service may include conferences/contacts specific to the student/plan. May include family support activities.
- C. Supervised Youth Clubs/Organizations - Supervised youth clubs provided during non-school hours. Although activities may vary, the club usually has a specific purpose or focus and an ongoing commitment is expected. May include family support activities.
- D. Family Development Activities – (Family Fun Night)

**Documentation/Report Data**

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

The agency should keep on file progress made by each client, the number of clients served by the program; if a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance. Sign-in sheets should also be kept as backup documentation.

Approval for service provided outside of the daily NCF service activities should be requested on page 3 of the Program Data Form. In the instance of an unanticipated request, the agency shall submit an updated, corrected copy of the form. Once approval has been provided, documentation will be kept in the daily activity logs.

**NCF/Collaborative Services (900)**

- A. Intake and Assessment - Screening and/or assessing the needs of clients for service eligibility. Frontline staff meet with potential clients to determine which services, if any, offered by the NCF are appropriate for the client(s).
- B. Recruitment and Outreach - Meetings, presentations, and events designed specifically to increase awareness about a specific program or service offered by the NCF. This is not to be used for NCF Community outreach events. It is specifically for NCF-based programs to assist in building and/or maintaining an adequate client base.
- C. NCF Collaborative Consultation - Information sharing to assist fellow NCF partners in finding effective ways to serve NCF clients. Examples of work include case collaboration meetings, EPT meetings, case staffing meetings.
- D. Information and Referral - Information and/or identification of community resources for assistance with family support issues. Follow-up services.

**Documentation/Report Data**

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibilities**

- A. Documentation of the intake and assessment.
- B. Documentation of the meetings, presentations, and/or outreach events attended and referrals received.
- C. Each consultation must include the following documentation: problems identified, solutions proposed, and resources identified.
- D. The number of referrals and follow-up documentation should be maintained.

**NCF Services (950)**

- A. Case Management – Work performed toward completion of an established service/case plan. Examples of work include collateral phone calls, staffing with current and/or potential service providers outside the NCF, documentation of service linkage efforts, and completion of case notes for inclusion in the client file.

**Documentation/Report Data**

Number of direct service hours per Quarter, unduplicated number of clients served by code

**Agency Record Keeping Responsibility**

Direct Service Hours conducting case management should be limited to 10% of Direct Service Hours per quarter unless otherwise approved by the CCC.

**NCF Services (960)**

- A. Volunteer Support Services- (This code is to be utilized as approved by the CCC only. This approval must be granted on an annual basis.) Recruiting, training, and coordinating community volunteers to enhance and support ongoing NCF programs and services in support of contracted outcomes.

**Documentation/Report Data**

Number of direct service hours per Quarter

**Agency Record Keeping Responsibility**

Documentation of the number of volunteers engaged; the number of training sessions held; hours of service per volunteer; and types of training(s) provided and a general description of how it relates to program services.

**Other (1000)**

Program Withdrawal/Staff Resignation- To be utilized ONLY with prior approval from the CCC Notice of withdrawal or staff resignation along with written authorization from CCC must be attached to the Quarterly Direct Service Report Transition of clients and preparation of case files for exit audit.

**Documentation/Report Data**

Number of direct service hours per Quarter (**Maximum of 40 hours**);

**Agency Record Keeping Responsibility**

The agency should provide the Neighborhood Center for Families comprehensive documentation detailing the number of cases transitioned to other staff and/or services, and the number of case files prepared for the audit.



**DCSH-NOS (1500)**

**ONLY THE CCC MAY INITIATE AND AUTHORIZE THE USE OF THIS CODE**

Use of this code is strictly prohibited without written authorization from the CCC  
Completion of direct service hours in activities or services not otherwise specified.

**Documentation/Report Data**

The number of direct service hours per quarter; other report data as specified by the CCC.

**Code (2000)**

**USE OF CODE 2000 MAY BE INITIATED BY THE CCC OR AN NCF FUNDED PARTNER.**

Unanticipated Emergency/Extreme Situations – To be utilized ONLY with prior approval from the CCC.

**Documentation/Report Data**

The number of hours per quarter; other report data as specified by the CCC.

### ATTACHMENT G

## AVERAGE DAILY ATTENDANCE WORKSHEET

ATTACHMENT G

Average Daily Attendance Worksheet

		ORGANIZATION:																																	<MONTH>	
		PROGRAM NAME:																																	<YEAR>	
PROGRAM DATE	FIRST INITIAL:	LAST INITIAL:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	CLIENT TOTALS	13	
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**E VERIFICATION CERTIFICATION**

**ATTACHMENT J**

**Contract No. Y21-2111**

**NAME OF AGENCY:** The Devereux Foundation, Inc. (referred to herein as "AGENCY")

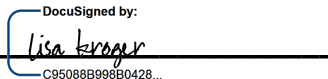
**ADDRESS OF AGENCY:** 5850 T.G. Lee Blvd. Suite 400 Orlando, FL 32822

The undersigned does hereby certify that the above named Agency:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

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

**NAME:** Lisa Kroger

**TITLE:** Executive Director

**DATE:** 09/13/21



### Neighborhood Center for Families Authorization for Release of Information



I, \_\_\_\_\_ do hereby authorize  
(Client/Parent or Legal Representative)

\_\_\_\_\_  
(Agency/ Individual in possession of the record, mailing address: Street, City, State, Zip)

To release confidential information regarding: [ ] Myself [ ] Child(ren) [ ] Other \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

For the purpose of coordinating referrals for services, case management, and ensuring that appropriate program support is offered to an individual or family while receiving services from one of the following Neighborhood Center for Families locations Apopka/Zellwood, Bithlo/Christmas, Eatonville, Engelwood, Ivey Lane, Lake Weston, Oak Ridge, Pine Hills, Taft, Tangelo Park, Union Park, West Orange, Winter Park with collaborative partner agencies:

- Adult Literacy League, Inc.
- Aspire Health Partners, Inc.
- Boys & Girls Clubs of Central Florida, Inc.
- Christian Service Center for Central Florida, Inc.
- Community Coordinated Care for Children, Inc.
- The Devereux Foundation, Inc.
- Every Kid Outreach, Inc.
- Friends of Children and Families, Inc.
- Goodwill Industries of Central Florida
- Orange County Citizens' Commission for Children
- Redeeming Light Community Services, Inc.
- The Salvation Army, A Georgia Corporation
- The School Board of Orange County, Florida
- Seniors First, Inc.
- The Florida Department of Health in Orange County
- Other Collaborative Agencies: (List)

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

This confidential information shall include, but is not limited to, counseling information, social history, medical information, education/school records, case management recommendations, client referral information, testing information, and program participation information. Information will be stored in an electronic data management system for the purpose of auditing and evaluating the services received.

Authorization to release this confidential information shall be terminated twelve (12) months from the date of signature below or shall expire upon completion of services. I also understand that I may revoke authorization to release of this confidential information at any time, provided that I notify the Neighborhood Center for Families in writing to this effect. However, my revocation has no effect on action previously taken.

\_\_\_\_\_  
Signature (Client/ Legal Representative) Date

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**CONTRACT Y21-2111***between***ORANGE COUNTY, FLORIDA***and***THE DEVEREUX FOUNDATION, INC.***related to***PROVISION OF COMMUNITY SERVICES AND FACILITY USE**

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**THIS CONTRACT** ("Contract") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 on behalf of its Citizens' Commission for Children Division ("COUNTY"), and **The Devereux Foundation, Inc.**, a nonprofit corporation under the laws of the State of Florida, located at 5850 T.G. Lee Blvd., Suite 400, Orlando, FL 32822 ("AGENCY"). The COUNTY and the AGENCY may be referred to individually as "party" or collectively as "parties."

**ARTICLE I****Services to be Performed and Required Documentation****1. Services to be Performed:**

- a. The AGENCY shall provide services as outlined in **Attachment B** ("Services"), which is hereby incorporated by reference and made a part of this Contract.
- b. The AGENCY agrees to accept technical assistance related to reporting from the COUNTY'S Citizens' Commission for Children ("CCC") and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program(s) efficiency and effectiveness. The AGENCY further agrees to accept technical assistance from the COUNTY'S CCC with programmatic issues related to the provision of Services.
- c. The AGENCY shall notify the COUNTY, in writing, if sufficient staff, facilities, and equipment necessary to deliver the agreed upon Services cannot be maintained. Failure to notify the COUNTY of any such deficiencies or to adequately provide the Services, may be considered grounds for termination under Article III.

**2. Documents:**

- a. **Required Documentation:** The AGENCY is responsible for ensuring that all required documents are current and available for the COUNTY'S review upon request. These documents may include, but are not limited to, certificate(s) of insurance, job descriptions and background check confirmations of staff.

- b. **Documents Attached and Incorporated:** The following documents are attached to this Contract, incorporated, and hereby form a material part of this Agreement:

- Attachment A:** Scope of Work/Outcomes
- Attachment B:** Scope of Work/Services
- Attachment C:** Authorized Agent Form
- Attachment D:** Neighborhood Center for Families Agency Standards
- Attachment E:** Neighborhood Center for Families Service Codes
- Attachment F:** Neighborhood Center for Families Roles/Responsibilities
- Attachment G:** Average Daily Attendance Worksheet
- Attachment H:** Noncompliance Standards
- Attachment I:** Neighborhood Center for Families Locations List
- Attachment J:** E Verification Certification
- Exhibit A:** Leased Employee Affidavit Form

## ARTICLE II Billing Requirements and Payment Methods

### 3. **Payments:**

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$326,783.34. Payment shall only be for units of the Services that are delivered and accepted. At no point shall the COUNTY be responsible to the AGENCY for payment for Services provided that are outside those described in **Attachment B**.
- b. All the terms of payment under this Contract shall be in accordance with Florida's Local Government Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.
- c. Payment shall be made by:
- Bi-monthly payments without invoicing.
  - Reimbursement for approved units of Services provided.
  - Up-front payment without invoicing.
- d. If the payment shall be made by bi-monthly payments without invoicing, the COUNTY shall:
- i. Pay the AGENCY in six payments, payable bi-monthly during the term of this Contract and the AGENCY shall provide the supporting documentation for

the payment of such services, per the terms outlined in that Scope of Work in **Attachment B**.

- ii. Reserve the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of units of service or noncompliance of the terms and conditions provided for in this Contract. Any adjustment of payments, which reflect undelivered units of service, may be made bi-monthly.
- e. If payment shall be made by reimbursement for approved units of Services provided (i.e.: hourly, per session, etc.), the AGENCY shall:
- i. Provide monthly Units of Services Reports to the COUNTY with the total units of Services provided as well as supporting documentation. Failure to include the required supporting documentation may result in delay or denial of payment.
  - ii. Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full, from the previous fiscal year, prior to receipt of any payments under this Contract. The first payment will be made after this Contract has been duly executed and a Delivery Order has been processed.
- f. Throughout the term of this Contract, the AGENCY shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of Services and payment by the COUNTY. The COUNTY reserves the right to suspend any and all payments or reimbursements to the AGENCY should the AGENCY receive a notice of non-compliance regarding financial or programmatic issues from the COUNTY and the AGENCY fails to comply with such notice within the required timeframe.
- g. The COUNTY reserves the right to monitor and audit, or have its designee monitor and audit, the AGENCY to confirm delivery of units of service or outcomes. The COUNTY further reserves the right to suspend payment immediately following any monitoring or audit of the AGENCY if documentation that substantiates outcomes and unit of services to be performed under the terms of this Contract are not provided in a manner that is deemed adequate at the COUNTY'S sole discretion. The COUNTY shall forward to the AGENCY a Notice of Noncompliance, as referenced in **Attachment H** incorporated herein as a material part of this Contract should any deficiencies be noted in the COUNTY'S monitoring or audit. A formal report of the findings shall be forwarded by the COUNTY to the AGENCY detailing the complete findings.
- h. The AGENCY understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Contract which may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the COUNTY, the AGENCY shall remit such funds that the COUNTY deemed disbursed in error to the COUNTY within seven (7) days of such

receipt of the COUNTY'S written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.

- i. The COUNTY may withhold final payment pending the receipt of all required documents.

### ARTICLE III

#### Term of Contract, Renewals, and Termination

1. **Term of Contract:** The term of this Contract shall be from March 1, 2021 through September 30, 2021, contingent upon appropriation of funds by the Orange County Board of County Commissioners.
2. **Renewals.** Renewal of the Contract shall be subject to appropriation of funds by the Orange County Board of County Commissioners. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties and attached to the original Contract.

This Contract may be renewed for:

- Two (2) additional one (1) year periods, upon mutual agreement of both parties.
- One (1) additional one (1) year period, upon mutual agreement of both parties.

3. **Termination for Convenience.** Either party may terminate this Contract at will or for its convenience thirty (30) days after providing the non-terminating party with written notice of the terminating party's intent to terminate. If the AGENCY initiates such termination, any prepaid funds shall be returned to COUNTY for un-rendered Services. Additionally, for the duration of that thirty (30) day notice period, the AGENCY shall be responsible for working with the COUNTY to ensure a smooth transition to whatever new entity is selected to provide the Services.
4. **Termination for Cause.** The COUNTY may terminate the whole or any part of this Contract for cause, with such termination being effective upon the AGENCY'S receipt of the notice of termination, by providing written notice to the AGENCY of such termination if:
  - a. The AGENCY fails to provide Services called for by this Contract within the time specified herein or any extension thereof;
  - b. The AGENCY fails to properly and timely report its rendering of the Services to the COUNTY pursuant to the terms of this Contract;
  - c. The AGENCY materially breaches any term of this Contract as determined at the sole discretion of the COUNTY;



- d. The COUNTY, at its sole discretion, determines that termination of this Contract is in the best interest of the public welfare.
5. **Opportunity to Cure.** The COUNTY may, at its sole discretion, provide the AGENCY with a Notice to Cure a breach of this Contract. If the AGENCY fails to cure the breach to the COUNTY'S satisfaction within the time provided in the Notice to Cure, the COUNTY may terminate this Contract for cause.
  6. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the AGENCY shall:
    - a. Remit to the COUNTY, within fourteen (14) calendar days, any advanced funds paid, prorated as of the date of termination.
    - b. Stop working under this Contract on the date of receipt and to the extent specified in the notice of termination.
    - c. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
    - d. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
    - e. Handle all property as directed by the COUNTY.
    - f. Finalize all necessary up to date reports and documents required under the terms of this Agreement up to the date of termination, up to and including the final expenditure report due at the end of the Contract, if any, without reimbursement beyond that due as of the date of termination for services rendered to the termination date.
    - g. Take any other actions as directed in writing by the COUNTY.
  7. **Availability of Funds.** Payment under this Contract is contingent on the funds contemplated in this Contract being made available to the COUNTY. In the event funds to finance all or part of this Contract do not become available, obligations of each party to this Contract may be terminated upon receipt by the AGENCY of the COUNTY'S notice. The COUNTY shall be the sole and final authority as to the determination of the availability of funds.

**ARTICLE IV  
NOTICES**

1. **Notices:** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section.

**As to the COUNTY:** Orange County, Florida  
Attn: Manager, Citizens' Commission for Children  
2100 East Michigan Street  
Orlando, Florida 32806

**Copy to:** Orange County, Florida  
County Administrator  
P.O. Box 1393  
Orlando, Florida 32802-1393

**As to the AGENCY:** The Devereux Foundation, Inc.  
5850 T.G. Lee Blvd.  
Suite 400  
Orlando, FL 32822

**Copy to:** Orange County, Florida  
Attn: Manager, Procurement Division  
P.O. Box 1393  
Orlando, Florida 32802-1393

**ARTICLE V  
PROVISION OF SPACE FOR SERVICES  
(Article V is Applicable when County Space is Being Used)**

1. **Use of Space:** The COUNTY will provide the space located at: **Apopka/Zellwood Neighborhood Center for Families, 6565 Willow St., Zellwood, FL 32798, John Bridges Community Center 445 W. 13<sup>th</sup> St. Apopka, FL 32703, Bithlo Neighborhood Center for Families, 18510 Madison Avenue, Orlando, FL 32820, Taft Neighborhood Center for Families, 9500 S. Orange Avenue, Orlando, FL 32824, Taft Community Center, 9540 S. Orange Avenue, Orlando, FL 32824, and Sphaler Activity Center, 10011 4<sup>th</sup> Street, Orlando, FL 32824** (the "Designated Space") which shall be utilized by the AGENCY solely for the lawful purpose of providing the services. If no space is designated, this Article V does not apply.
2. **Utilities:** Under the terms of this Contract, the COUNTY is obligated to pay utility charges for the Designated Space. Such charges will include electrical, water, sewer, fire/life safety protection service, gross receipt taxes or any other cost that the local utility company may add to its monthly utility bill during the duration of this Contract.

3. **Care of Designated Space:** The AGENCY shall maintain the Designated Space in good condition and shall provide, and be responsible for the payment of, all costs of the janitorial services.
4. **Common Areas:** The AGENCY shall have access to the common areas located within and around the building of which the Designated Space is a part during the times in which they provide the Services.
5. **Parking:** The AGENCY shall be permitted to use the Designated Space's available public parking for the AGENCY'S employees and clients at all times during which the AGENCY operates within the Designated Space. No vehicle abandoned or disabled or in a state of non-operation or disrepair shall be left upon the property of the COUNTY, and the AGENCY shall enforce this restriction against AGENCY'S employees, agents, visitors, licensees, invitees, contractors and customers.
6. **Compliance with Laws and Regulations:** The AGENCY shall comply with all Federal, State, County, and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Designated Space by the AGENCY or any business transacted, or services provided, by the AGENCY while utilizing the Designated Space. Additionally, the AGENCY shall comply with all rules regarding the protection, welfare, and orderly management of the Designated Space that are currently in place, or as adopted by the COUNTY after the execution of this Contract.
7. **Fixtures and Alterations:** After taking occupancy of the Designated Space, AGENCY shall not, without the COUNTY'S prior written consent, attach any fixtures in or to the Designated Space or change, alter, or make additions to the Designated Space, nor attach or affix any article hereto, nor permit any annoying sound device, overload any floor, or deface the Designated Space. Such prior written consent shall not be unreasonably withheld. Where the COUNTY has approved AGENCY'S modifications to the Designated Space, the AGENCY shall only be required to remove its modifications and restore the Designated Space to its original condition upon the AGENCY'S vacating of the Designated Space should the COUNTY'S approval make such restoration a requirement of its approval. If, however, AGENCY elects to remove its modifications upon vacating the Designated Space, then AGENCY, at its expense, shall restore the Designated Space to its original condition, ordinary wear and tear excepted.
8. **Redelivery of Designated Space:** The AGENCY shall, on the expiration of this Contract, deliver the Designated Space in as good order and condition as it now is, may be changed by the COUNTY, or may be changed by the AGENCY with approval of the COUNTY pursuant to Article V, Section 7. Reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation, or appropriation shall be excepted. The AGENCY shall promptly surrender all keys to the Designated Space to the COUNTY.
9. **Access to Designated Space:** The COUNTY shall provide reasonably unobstructed access to the Designated Space to the AGENCY. The COUNTY reserves its right to have ultimate control over when access to the Designated Space should be restricted. The

COUNTY may, in its sole and absolute discretion, remove any person from the COUNTY'S premises, including from the Designated Space, at any time. The AGENCY shall cooperate fully in COUNTY'S efforts to maintain security within the Designated Space and shall follow all regulations promulgated by the COUNTY with respect thereto.

10. **Signs:** The AGENCY shall not install or locate signs in the windows and doors of the Designated Space or any other part of the Designated Space or grounds without first securing the COUNTY'S written consent. Any signs installed by the AGENCY with the COUNTY'S permission shall be maintained in good repair and shall be removed, and any building or grounds damage therefrom restored by the AGENCY at the AGENCY'S expense.
11. **The County's Right of Entry:** The COUNTY and its authorized representative shall have the right to enter the Designated Space for any of the following purposes: to determine whether the Designated Space is in good condition and whether AGENCY is complying with its obligation under this Contract; or, to serve, post or keep posted any notices required or allowed under the provisions of this Contract or, to make repairs to the Designated Space. The COUNTY shall not be liable in any manner for any inconvenience, disturbance, nuisance or other damage arising out of their entry onto the Designated Space, except damage resulting from the acts or omissions of the COUNTY and its authorized representatives.
12. **Cleanliness of Designated Space:** The AGENCY will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or hazardous materials or contaminants in the Designated Space or in or around the building of which the Designated Space forms a part. The AGENCY shall immediately notify the COUNTY and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occurs, and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance.
13. **Radon Gas – Notice to AGENCY:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statutes.

## **ARTICLE VI ASSIGNMENT AND SUBCONTRACTS**

1. The parties deem the Services to be rendered by the AGENCY to be personal in nature. The AGENCY shall not assign any rights or duties under this Contract to any other party without the prior written permission of the COUNTY.
2. The AGENCY shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the COUNTY, which shall be

attached to the original Contract and subject to such conditions and provisions as the COUNTY may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the AGENCY of such articles, supplies, equipment and services which are necessary and incidental to the performance of the work required under this Contract; and provided further, however, that no provision of this clause and no such approval by the COUNTY of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price contained herein.

3. The AGENCY'S outsourced services must ensure compliance with this Contract and the AGENCY cannot make a profit from outsourcing obligations under this Contract.

## **ARTICLE VII BACKGROUND SCREENING OF EMPLOYEES AND VOLUNTEERS**

1. **Background Screenings of Staff and Volunteers:** In accordance with Section 402.302, Florida Statutes, as may be amended from time to time, all AGENCY staff and any volunteers assisting on an intermittent basis for more than ten (10) hours per month shall successfully complete a Level II Background Screening prior to providing any services associated with this Contract. Such screenings shall be performed according to those standards set forth in Section 435.04, Florida Statutes, as may be amended from time to time. Volunteers providing such services less than ten (10) hours per month shall be exempt from screening requirements if a person meeting the screening requirements of Section 402.305 (2), Florida Statutes, is always present and has the volunteer in his or her line of sight. Level II screenings shall be performed at no additional cost to the COUNTY and shall include, but not be limited to, the following:
  - a. An employment history check;
  - b. Fingerprinting for statewide criminal history checks through the Department of Law Enforcement;
  - c. National criminal history records check through the Federal Bureau of Investigation (FBI); and,
  - d. Local criminal records check through the local law enforcement AGENCY.
2. The COUNTY shall require such background checks to be performed for all employees and volunteers having any contact with the clients or Contract recipients. Failure to comply with this requirement may result in the withholding of COUNTY fund disbursements. The AGENCY may utilize background screenings conducted by Orange County Public School System providing that all Level II requirements are met, including additional background screenings at five (5) year intervals. Upon request, the AGENCY shall submit to the COUNTY written confirmation that such screenings have been conducted and that the results are acceptable to the AGENCY. The AGENCY shall, upon request, provide confirmation of the actual screening results to the COUNTY.

3. Should the AGENCY for reasons outside of its control be unable to obtain background checks that comply with this section, the AGENCY shall provide the COUNTY with its proof of a good faith effort to obtain those background checks. The COUNTY, only upon the receipt of a documented good faith effort, reserves the right, in its sole discretion, to waive this requirement.

4. **Verification of Employment Status**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

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

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

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

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

## **ARTICLE VIII INDEMNITY, SAFETY, AND INSURANCE**

1. **Indemnity:** 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 Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the COUNTY of sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the event the AGENCY is a state department or division or a political

subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

2. **Protection of Persons and Property:** The AGENCY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract.
  - a. The AGENCY shall take all reasonable precautions for the safety and protection of:
    - i. All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
    - ii. All property, materials, and equipment on the premises under the care, custody or control of the AGENCY; and
    - iii. Other property at or surrounding the premises.
  - b. The AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
  - c. The AGENCY shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
    - i. Occupational Safety & Health Act (OSHA)
    - ii. National Institute for Safety and Health (NIOSH)
    - iii. National Fire Protection Association (NFPA)

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

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- d. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.
3. **Insurance:**
    - a. The AGENCY agrees to maintain, on a primary basis, at all times throughout the duration of this Contract, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as

well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.

- b. The AGENCY shall require and ensure that each of its subcontractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- c. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:

Workers' Compensation – The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, as set forth in the Florida Statutes, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY 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 and submit the Leased Employee Affidavit attached herein as **Exhibit A**.

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 \$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 Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors and vulnerable adults. The General Aggregate shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

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

Professional Liability (if applicable) – If the Agency provides professional services (i.e., medical, counseling, legal, etc.), it shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.

- d. 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 Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other



event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.

- e. When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of AGENCY'S most recent annual report or audited financial statement.
- f. 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 and a CG 24 04 Waiver of Transfer of Right of Recovery or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Florida.
- g. Insurance carriers providing coverage required herein, must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- h. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- i. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
- j. The COUNTY uses a third-party certificate management provider to manage its insurance certificates and related documentation. Upon insurance expiration, third-party certificate management staff will notify the AGENCY to request updated insurance certificate(s) and endorsement(s).
- k. 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 Contract. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. Blanket additional insured or waiver of subrogation policy language may be submitted for consideration as long as the entire policy form or endorsement is submitted for review.
- l. For continuing service contracts, renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificate(s) shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Acceptable evidence may include either a certificate of insurance or an insurance binder. Additional insured and waiver of subrogation endorsements shall be provided to the COUNTY as soon as possible after issuance by the AGENCY'S insurance carrier.

- m. The certificate holder shall read:

Orange County FL  
Risk Management Division  
109 E. Church Street, Suite  
Orlando, Florida 32801

**ARTICLE IX  
RECORDKEEPING, MONITORING AND AUDITS**

**1. Recordkeeping:**

- a. In the performance of this Contract, the AGENCY shall establish and maintain separate books, records, and accounts of all activities related to this Contract, in compliance with generally accepted accounting principles (“GAAP”) and record maintenance procedures.
- b. Books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the AGENCY for a period of five (5) years after termination of this Contract. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings.
- c. For the purposes of this Contract, “books, records, and accounts related to the performance of this Contract” shall include, but shall not in any way be limited to:
- i. Detailed invoices, cancelled checks, payroll journals, and bank statement reconciliations;
  - ii. Records of board members by date of appointment, race and sex;
  - iii. Records of employees by job classification, name, date of hire, race and sex;
  - iv. Records regarding clients served, services provided, outcomes achieved, information on materials and services delivered; and
  - v. Any other records that are in any way related to the AGENCY’S performance of this Contract.
- d. The AGENCY shall provide its business record custodian and shall have adequate and appropriate work space for the COUNTY’S authorized representative to conduct evaluations, monitoring and/or audit(s) to ensure compliance with this Contract.
- e. The AGENCY shall receive and submit Audited Financial Statements to the COUNTY within one hundred and eighty (180) days of the close of the AGENCY’S

fiscal year. Such reports shall be prepared by an independent certified public accountant. The AGENCY shall also provide to the COUNTY a copy of its management letter, if issued, and the AGENCY'S response. If the AGENCY is unable to meet the deadline, the AGENCY shall submit a written request for an extension to the COUNTY'S Manager of the Citizens' Commission for Children before the one hundred and eighty (180) day period has lapsed. Although an extension may be granted, the COUNTY shall suspend payment to the AGENCY pending receipt of the Audited Financial Statements.

## 2. **Monitoring and Evaluation:**

- a. The AGENCY shall provide to the COUNTY upon request, all data needed for the purpose of monitoring, evaluating and/or auditing the program(s) within five (5) to seven (7) business days. This data shall include, but not be limited to, clients served, services provided, outcomes achieved, information on materials and services delivered, and any other data required, in the sole discretion of the COUNTY, that may be required to adequately monitor and evaluate the services provided under this Contract. Monitoring shall be performed in accordance with COUNTY'S established Noncompliance Standards, a copy of which is attached hereto and incorporated by reference as **Attachment H**.
- b. The AGENCY agrees to permit persons duly authorized by the COUNTY to interview any clients and all current and/or former employees of the AGENCY to be assured of the AGENCY'S satisfactory performance of the terms of this Contract.
- c. Following such evaluation, monitoring, and/or audit, the COUNTY will deliver a report of its findings and recommendations with regard to the AGENCY'S conformance with this Contract's terms and conditions to the AGENCY and/or Board of Directors' President, and members, whenever applicable. If deficiencies are noted, a written notice of corrective action will be issued to the AGENCY which will specify deficiencies and provide a timeline for correction of those deficiencies. Within the designated timeframe in the written notice of corrective action, the AGENCY shall submit to the COUNTY'S CCC manager ("Manager"), or their designee, a corrective action plan to rectify all deficiencies identified by the COUNTY.
- d. Failure by the AGENCY to correct noted deficiencies, as outlined in the written notice of corrective action, may result in the AGENCY being deemed in breach of the Contract terms.
- e. The AGENCY shall cooperate with the COUNTY on all reviews to ensure compliance with all applicable COUNTY guidelines and requirements for general fund recipients.

## 3. **Audits and Audit Remedies.**

- a. The COUNTY, the Orange County Comptroller ("Comptroller"), or the authorized designee of either the COUNTY or the Comptroller, shall have the right to audit the

AGENCY'S use of funds disbursed under this Contract, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The AGENCY shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller or its designee to perform such audit.

- b. The COUNTY, or its designee, shall have access to such books, records, subcontract(s), financial operations and documents of the AGENCY or its sub-consultants, as required, to comply with this section for the purpose of inspection or audit anytime during normal business hours at the AGENCY'S place of business. This right to audit shall include the AGENCY'S sub-consultants used to procure goods and services under the Contract with the COUNTY. The AGENCY shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.
- c. The COUNTY shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief; the right to terminate contribution payments; and payment of restitution for any funds utilized by the AGENCY in a manner which is not in conformance with the terms of this Contract.

4. **Public Records Compliance Requirement.** Pursuant to Section 119.0701, Florida Statutes, the AGENCY must:

- a. Keep and maintain public records required by the COUNTY to perform the service.
- b. 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.
- c. 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 Contract's term and following completion of the Contract if the AGENCY does not transfer the records to the COUNTY.
- d. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of the AGENCY or keep and maintain public records required by Contract to perform the service.
- e. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, 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 Contract, the AGENCY shall meet all applicable requirements for retaining public records.
- f. All records stored electronically must 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, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**Public Records Unit  
Office of Professional Standards  
450 E. South Street, Suite 360  
Orlando, FL 32801  
Phone: (407) 836-5400  
Email: [PublicRecordsUnit@ocfl.net](mailto:PublicRecordsUnit@ocfl.net)**

## ARTICLE X CONFIDENTIALITY

1. The AGENCY shall comply with all applicable HIPAA requirements and those obligations with respect to Protected Health Information (“PHI”) subject to protection under the HIPAA Privacy and Security Rules under 45 CFR Parts 160, 162 and 164. Additionally, by executing this Contract, the AGENCY agrees to have all new employees trained regarding the HIPAA Privacy and Security Rules within thirty (30) days of their hiring.
2. The AGENCY shall comply with the requirements set forth in the Florida Information Protection Act (§501.171), Florida Statutes, in the protection of Personally Identifiable Information (“PII”).
3. The AGENCY shall comply with the Breach Notification rules under the HITECH Act found in 42 U.S.C. §17932.
4. The AGENCY shall have all clients of the Services provided pursuant to this Contract sign a release that permits the COUNTY to access their PHI and PII for program auditing purposes.

## ARTICLE XI REPORTING

1. **Reports:** Reports under this Agreement shall be submitted:
  - On a **monthly** basis.
  - On a **quarterly** basis.
  - a. **Monthly Reporting:** If reporting is on a monthly basis, the AGENCY shall submit to COUNTY complete, accurate, and programmatic Monthly Reports on or before the 20<sup>th</sup> of the month following the previous month for reimbursement payment. Reports for the month of September are due on or before October 10<sup>th</sup> for reimbursement payment. The Monthly Reports shall, if applicable to the Scope of Work in **Attachment B**, list “Units of Service” provided (i.e.: hourly, per session, etc.) and/or any other pertinent outcome measurements outlined in **Attachment A**.
  - b. **Quarterly Reporting:** If reporting is on a quarterly basis, the AGENCY shall submit to the Orange County Citizens’ Commission for Children a complete, accurate, and programmatic Quarterly Report, in a format as provided by the COUNTY, on or before the 10<sup>th</sup> of the month following the close of the quarter, as well as supporting documentation. The Quarterly Reports shall, if applicable to the Scope of Work in **Attachment B**, list “Units of Service” provided (i.e.: hourly, per session, etc.) and/or any other pertinent outcome measurements outlined in **Attachment A**.
  - c. The supporting documentation for both monthly and quarterly reports shall include client initials/case numbers for proper documentation of clients that have received services.

The Units of Service reported shall have a direct relationship with the outcomes that are being tracked and reported to the COUNTY, or, if not related, the Units of Service will not be accepted for payment.

- d. If the AGENCY has a quarterly goal in the Scope of Work in **Attachment B**, and that quarterly goal has not been reached at the end of the quarter for which the AGENCY is reporting, the AGENCY shall submit a corrective action plan at the time they submit the quarterly report. A narrative explanation for any variance of ten percent (10%) or greater of quarterly goals shall be submitted in addition to the quarterly report.
- e. If the Scope of Work in **Attachment B** requires that the AGENCY will biannually report on outcomes that shall be approved by the County, and those outcomes are not obtained, the AGENCY shall submit a corrective action plan.

2. **Submittal of Reports:**

- a. Failure to submit the required reports with supporting documentation, or submitting reports that are incomplete and/or inaccurate, shall be considered non-compliant, as indicated in the **Attachment H** of this Contract, and may result in the withholding of payment.
- b. The COUNTY reserves the right to accept or deny any revisions to the programmatic report. The AGENCY shall submit reports with the current date of submittal or will be required to resubmit the report with the accurate date.
- c. Any AGENCY that has received three (3) or more notices of deficiencies with programmatic reporting may be deemed in breach of this Contract and/or subject to penalty, as indicated in the **Attachment H** of this Contract. This subparagraph in no way limits the County's right to terminate this Contract pursuant to the terms of Article III of this Contract.

**ARTICLE XII  
FUNDING, FEES AND REVENUE**

1. **Funding:**

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$321,044.67.
- b. Funding for this Contract shall be at the sole discretion of the Orange County Board of County Commissioners. Execution of this Contract does not guarantee funding in subsequent years for such services.

**2. Fees and Revenue:**

- a. The AGENCY shall report to the COUNTY all fees collected in the performance of this Contract on a quarterly basis. The AGENCY'S fees for programs or services funded by the COUNTY shall be reported on the quarterly report form and indicate all revenue generated from the collected fees. When such fees are changed, the COUNTY shall receive immediate notification in writing from the AGENCY with appropriate justification.
- b. The COUNTY will not reduce the AGENCY'S budget(s) as a result of the revenue generated by fees as long as the fees are utilized for COUNTY CCC funded program purposes. The AGENCY shall not use collected fees for capital expenditures. Documentation of the use of revenues for program purposes must be maintained and will be subject to COUNTY evaluation, monitoring and/or audit.
- c. Any fees collected for services shall be collected in accordance with the COUNTY regulations and policies and any applicable state, federal and/or local rules and/or regulations.
- d. Failure by the AGENCY to comply with these requirements may result in repayment, or a reduction or denial of future COUNTY funds.

**ARTICLE XIII  
EQUAL OPPORTUNITY AND NONDISCRIMINATION**

1. The COUNTY'S policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the COUNTY'S relevant Administrative Regulations. It is also the county policy that person(s) doing business with the county shall recognize and comply with this policy and that the COUNTY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:
  - a. The AGENCY shall adopt and maintain, or provide evidence to the COUNTY that the AGENCY has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Contract.
  - b. The AGENCY agrees that, on written request, the AGENCY shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this contract; provided, that the contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.



- c. The AGENCY agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs “a” and “b” of this Section shall be incorporated into and become a part of the subcontract.

#### **ARTICLE XIV OTHER CONDITIONS**

1. **Authority of Signatory:** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. 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 Contract as stated.
2. **Severability:** The provisions of this Contract are declared by both parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract 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 renegotiate 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 the holding.
3. **Applicable Law and Venue:** This Contract and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. All claims, controversies, or disputes arising out of this Contract shall be settled as required by this contract or by law in the Circuit Court for the Ninth Judicial Circuit, Orange County, Florida.
4. **Jury Waiver:** The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any right they might have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.
5. **Attorneys’ Fees and Costs:** Unless otherwise explicitly stated in this Contract, the parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Contract and any litigation that arises either directly, or indirectly, from this Contract.
6. **Liability:** The COUNTY shall not be liable to the AGENCY for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, any breach of this Contract, regardless of any notice of the possibility of such damages.
7. **Remedies:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or 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.

8. **Amendments or Modifications:** Any changes, amendments or modifications to this Contract shall be made in writing, approved by all parties, and attached to the original Contract. Except as provided herein, any alterations, variations, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by the legally authorized representatives of both parties, and attached to the original of this Contract.
9. **Independent Contractor:** The parties agree that the relationship between the COUNTY and the AGENCY that is established by this Contract is that of independent contractors. Nothing in this Contract shall be construed to create any agency or employment relationship between the COUNTY or any of its employees and the Contractor 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.
10. **Debarment and Suspension:** The COUNTY reserves the right to debar, suspend, or debar and suspend the AGENCY in accordance with Section 17-314 ("Suspension and Debarment") of the Orange County Code should the AGENCY fail to meet the standards as outlined in that Section of the COUNTY'S Code.
11. **Licenses and Permits:** The AGENCY shall obtain and maintain throughout the term of this Contract all licenses and permits required for its operations under federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
12. **Program Location:** All program(s) and service(s) shall be located in appropriate settings that are convenient, safe, clean and well maintained.
13. **Staff-to-Youth Ratio Requirement:** For all group activities the AGENCY shall abide by the staff-to-youth ratio range that is between the ratio established by its written policy and procedures and the ratio stated in Section 402.305 (4), Florida Statutes. If the staff-to-youth ratio does not meet the minimum standard of care as stated in Section 402.305 (4), Florida Statutes, the AGENCY shall increase staff-to-youth ratios to meet these minimum standards. Section 402.305 (4), Florida Statutes, states the minimum staff-to-youth ratio for on-site group activities for children five (5) years of age or older there must be one (1) childcare personnel staff to every twenty-five (25) children; for field trips and other off-site activities Chapter 65C-22.001, Florida Administrative Code, requires one (1) extra adult, in addition to the on-site requirement. This standard shall be required for all programming paid for with funds under this Contract. The AGENCY will ensure that the staffing pattern is adequate and is adjusted to meet programmatic needs. The AGENCY shall adjust its staffing ratio to meet any ratio update required by Florida Statutes that occurs during the Contract year.
14. **Grievance Procedures:** The AGENCY agrees to establish a formal written grievance process with procedures through which clients and recipients of services may present grievances to the governing authority of the AGENCY regarding services being provided under this Contract. Additionally, the AGENCY agrees to establish fair hearing procedures that ensure all persons will be advised of their rights to a fair hearing to appeal a denial or

exclusion from services and/or the failure of staff to take into account the individual's choice of service. The AGENCY'S internal grievance procedure must document and include, at a minimum, the following: date of grievance, a written response to the applicant, within thirty (30) days, the opportunity for the applicant to meet with the AGENCY Executive Director and/or designee. Upon request by the COUNTY, the AGENCY shall provide a written report as to the grievance outcome within five (5) normal COUNTY working days. The AGENCY will maintain these documents on file for review by the COUNTY.

15. **Agency or Program Modification:** The AGENCY agrees to report in writing any changes related to this program in administrative staffing and/or changes on the Board of Directors, AGENCY composition (including, but not limited to, AGENCY name change, resignation, and/or termination of AGENCY'S Executive Director, President/CEO, and/or merger acquisition). The AGENCY shall provide written notification of any such changes to the COUNTY'S Manager of the CCC or designee within five (5) normal COUNTY working days of AGENCY becoming aware of such change. The AGENCY shall inform the COUNTY ninety (90) days prior to any organizational merger or entity acquisition and the COUNTY reserves the sole exclusive right to terminate this Contract.
16. **Requested Information:** The AGENCY must submit requested documents to the COUNTY within five (5) normal COUNTY working days. If the AGENCY requires that their board approve the release of documents to the COUNTY, it must be obtained within five (5) normal COUNTY working days. Failure to provide requested documents within five (5) normal COUNTY working days may result in stop payment of funds or termination of this Contract.
17. **Incident Reporting and Client Risk Prevention:** An incident report shall be created and maintained at the AGENCY for the following: in the event the AGENCY'S staff or subcontractor becomes aware of an occurrence of any incident of injury to a client receiving program services through the COUNTY, requiring medical treatment by a licensed physician; any lawsuit entered into or against the AGENCY, all allegations of any kind of abuse, neglect, or exploitation of the AGENCY'S clients with the exception of those AGENCIES whose primary function is working with those that have been abused, neglected or exploited unless the allegation is against an AGENCY staff member; media coverage relating to the media expressing an interest in a case or issue concerning a client of the AGENCY or an employee on the AGENCY premises, a fire, hostage situation, bomb threat, epidemic or any circumstance which may impact the service provision. All occurrences shall be verbally communicated directly to COUNTY staff no later than 10:00 a.m. the following business day via telephone to the COUNTY. All incident reports shall be made available to the COUNTY upon request and maintained at the AGENCY. These reporting requirements shall in no way supersede the requirements for notification of allegations of abuse/neglect/exploitations to the State of Florida Abuse Hotline, as mandated in Chapter(s) 39 and 415, Florida Statutes.
18. **Orange County Logo:** The AGENCY shall include the statement: "This program is funded in full or part by Orange County, Florida", or similar language approved by the COUNTY on all materials including, but not limited to, videos, newsletters, brochures, letterheads, annual reports, news articles, press releases, and signage used by facilities where the COUNTY funded services are provided.

19. **No Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
20. **Unauthorized Purpose:** The AGENCY shall not use the COUNTY'S funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.
21. **Software Installation:** The AGENCY shall request approval in writing from the COUNTY prior to installation of any software on COUNTY computer equipment. All software installations must be supervised by COUNTY technical support staff and proof of licensing is required. Upon completion, the AGENCY is responsible for reconfiguring the computers back to the original state.
22. **Leased Property:** The AGENCY shall not modify, or change from its original structural condition or configuration, any property leased with the assistance of COUNTY funds including, but not limited to, buildings, trailers, real estate or equipment, without prior written approval by the COUNTY'S Manager of the CCC.
23. **Participant's List:** The AGENCY agrees to maintain an accurate list of all participants involved in the program. In addition, registration forms with a signed parent/guardian authorization, if applicable, must be kept on file and shall be made available to the CCC upon request within five (5) normal COUNTY working days.
24. **Field Trips:** Orange COUNTY funds may not be used to support any overnight and/or out of Central Florida travel, unless approved by the COUNTY'S Manager of the CCC or designee in advance. The AGENCY must have on file for field trip(s) that each participant, adult or minor, must have a signed release of liability form releasing the COUNTY from any liability. If the participant is a minor, the release must be signed by a parent/guardian. Central Florida is defined as Orange, Osceola, Seminole, Brevard, Lake, Polk, and Volusia Counties.
25. **Priority Clients:** AGENCIES are encouraged to offer priority consideration for service to clients referred to the AGENCY by any COUNTY Citizens' Commission for Children's Neighborhood Center for Families locations, which are listed in **Attachment I**.
26. **Service Location and Equipment:** The AGENCY must request in writing and said request must be approved in writing by the COUNTY'S Manager of the CCC or designee, prior to any change in the dates, times, and locations of services provided in this Contract.
27. **Noncompliance Standards:** The AGENCY shall be responsible for adhering to all terms and conditions of this Contract. Noncompliance may result in penalties as stipulated in **Attachment H**.
28. **Entire Agreement:** This Contract, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements,


communications, representations, and warranties, whether oral or written, of any party to this agreement.

29. **TRUTH IN NEGOTIATION CERTIFICATE:** Signature of this Contract by the AGENCY shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of this Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

**IN WITNESS WHEREOF**, this Contract has been fully executed on behalf of the parties by their duly authorized representatives, as of the date first above written.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

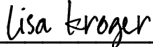
By:   
Carrie Mathes, MPA, CFCM, CPPO, C.P.M.,  
CPPB, APP  
Manager, Procurement Division

Zulay Millan Assistant Manager - For Carrie Mathes

3.24.2021

**The Devereux Foundation, Inc.**

DocuSigned by:



Signature 095088B998B0428...

Lisa Kroger

Printed Name

Executive Director

Official Title

03/08/21

Date

## ATTACHMENT A

### Annual Outcomes Menu

1. 75% of the children and youth participating in NCF programs will demonstrate healthy functioning as indicated by one or more of the following indicators:
  - a) achieve or maintain a cumulative GPA of 2.0 or higher, or its equivalent.
  - b) students will not receive more than one Level 3 or 4 disciplinary referral/action, or students with a prior history achieved a reduction in Level 3 or 4 disciplinary referrals/actions from the first semester to the second semester.
  - c) students with below average reading, math, and/or English scores will achieve an increase in scores as measured by CCC approved pre- post-tests and/or school records.
  - e) students were not truant (5 or more unexcused absences per semester), or students with a prior history achieved a 20% reduction in truancy from the first semester to the second semester.
  - m) classroom conduct rating for Middle and High School students will be maintained or improve to an average rating of 1.5; the effort rating for Elementary School students will be maintained or improve to an average rating of 1.5.
2. 75% of the families participating in NCF programs will demonstrate healthy family functioning as indicated by one or more of the following indicators:
  - a) participants sixteen years of age or older, who have met the participation requirements, will obtain employment, enroll in a continuing educational or vocational program, or either achieve a score of 90% on the post-test or demonstrate a minimum of a 20% skills increase from pre- to post-test.
  - b) will increase their knowledge of parenting by either achieving at least 90% on the post-test or demonstrating a 20% increase from the pre-test using an instrument pre-approved by the CCC.
  - c) youth and/or adults participating in the literacy program will improve their individual literacy skills as demonstrated by a CCC approved standardized instrument.

3. 75% of NCF participants will demonstrate maintained or improved health and/or safety related conditions as indicated by one or more of the following indicators:
  - a) will be safer as demonstrated by a 90% proficiency on the post-test or a 20% increase from the pre-test in knowledge and/or learned behaviors or personal safety as measured by standardized CCC approved pre- and post-tests;
  - b) individuals who receive medical or nursing services will demonstrate maintained or improved health as evidenced by documentation;
  - d) individuals receiving school-based nursing services will be returned to class at least 50% of the visits;
  - e) will remove or reduce health related risk factors through instructional presentation(s) as evidenced by return demonstration (observed behavior) or achieve a 70% or greater score or improve score by 10% on the post- test;
  - g) individuals who receive positive health screenings will maintain or improve wellness and quality of life as evidenced through follow-up screening documentation or as indicated by prevention protocols.
  - h) individuals receiving school entry physical exams and/or updated immunization records will officially enter school at the start of the following school year or within 14 days of initial visit to the Nurse.
4. 75% of seniors participating in NCF programs will demonstrate maintained or improved healthy functioning as indicated by one or more of the following:
  - a) contribute 36 hours annually to volunteer for NCF activities and/or organizations that serve the community;
  - b) attend a minimum of 6 social activities per year;
  - c) attend at least four educational presentations or programs to improve awareness and healthy functioning;
  - d) those attending the Arts and Crafts classes will demonstrate proficiency in the curriculum by the completion of at least six projects;
  - e) attend at least 50% of the scheduled daily lunch programs for the year.
5. 75% of the families participating in NCF programs will maintain stability if already stable, or increase stability by one level if in-crisis or at-risk, as measured by one category on the CCC designated family stability measurement tool.
6. 75% of the children and youth participating in NCF programs will not have initial or repeat involvement with the Juvenile Justice System.



7. 75% of the children and youth participating in NCF programs will increase their knowledge and/or learned behaviors of positive personal life styles as demonstrated by a 90% proficiency on the post-test or a 20% increase from the pre-test as measured by a standardized, CCC approved instrument.

<p align="center"><b>Y21-2111 ATTACHMENT B THE DEVEREUX FOUNDATION, INC.</b></p>										
Neighborhood Center	Program	Service to be Provided	Unit of Service	Quarterly Units Delivery Target				Total Units to be Delivered	Unit Rate	Total
				1st Qtr	2nd Qtr	3rd Qtr	4th Qtr			
				APOKA/ZELLWOOD (JOHN BRIDGES)	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS		108.25	325.15
BITHLO	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS		108.25	325.15	325.15	758.55	\$ 63.87	\$ 48,448.59
EATONVILLE	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS		108.25	325.15	325.15	758.55	\$ 59.64	\$ 45,239.92
ENGELWOOD	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS		108.25	325.15	325.15	758.55	\$ 63.87	\$ 48,448.59
TAFT	FAMILY COUNSELOR (Lead)	COUNSELING	DIRECT SERVICE HOURS		108.25	325.15	325.15	758.55	\$ 68.19	\$ 51,725.52
TANGELO	FAMILY COUNSELOR	COUNSELING	DIRECT SERVICE HOURS		108.25	325.15	325.15	758.55	\$ 59.64	\$ 45,239.92
TANGELO	CASE MANAGER	CASE MANAGEMENT	DIRECT SERVICE HOURS		108.25	325.15	325.15	758.55	\$ 55.95	\$ 42,440.87
									<b>Total</b>	<b>\$ 326,783.34</b>

**ATTACHMENT C**  
**AUTHORIZED AGENT**

<b>AGENCY:</b> The Devereux Foundation, Inc.
<b>AGENCY ADDRESS:</b> 5850 T.G. Lee Blvd. Suite 400 Orlando, FL 32822
<b>AGENCY TELEPHONE NUMBER:</b> 407-362-9210
<b>AGENCY FAX NUMBER:</b>
<b>AUTHORIZED AGENT:</b> Avril Lindsay Dennis
<b>TITLE:</b> Regional Administrator
<b>E-MAIL ADDRESS:</b> <a href="mailto:avril.dennis@devereux.org">avril.dennis@devereux.org</a>

**ATTACHMENT D****AGENCY STANDARDS for NCF Providers**

1. The AGENCY agrees to be a member of the Neighborhood Centers for Families (NCF) identified in **Attachment B**, and actively participate with all fellow members of those Neighborhood Center(s) for Families to achieve the Outcomes outlined in **Attachment A** and utilizing the Service Codes in **Attachment E**. Agency/program specific outcomes and services will be identified and agreed upon using the Citizens' Commission for Children's approved Program Data Form. Outcomes are expected to be met annually.
2. CCC funds are to be utilized for prevention or early intervention programs and services. NCF/AGENCY programs and services may support, but shall not assume responsibility for, cases of the Department of Juvenile Justice, Children and Family Services or similar intervention and enforcement agencies.
3. The AGENCY shall deliver the total number of units of service as outlined in **Attachment B**.
4. The unit of service method of payment provides an employee with sufficient time to complete administrative paperwork, to demonstrate outcome achievements for contracted services and to meet any agency licensures or accreditation requirements in order to maintain the CCC contracted level of service provision. The purpose of the twenty-five percent (25%) administrative time is to ensure that staff has sufficient time to complete all of the necessary documentation in order to meet the NCF-contracted outcomes and the provider agency standards. It is not the intent for the administrative hours to be utilized on a program not funded through the NCF or on other budgeted NCF programs. The CCC has the right to adjust the administrative time to accurately reflect program requirement.
5. The programs shall be conducted Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., or as approved by the COUNTY's Manager of the CCC or designee.
6. The AGENCY shall actively participate in the collaborative effort to achieve the Neighborhood Centers for Families Collaborative Outcomes outlined in **Attachment A**.
7. The AGENCY shall submit to the COUNTY's Manager of the Citizens' Commission for Children Division or designee a monthly events calendar. The schedule shall contain the following information:
  - a. Location(s) where event units of service will be delivered;
  - b. Dates and times of program operations that contribute directly to event units of service;
  - c. Dates and times of special activities to include field trips and community events that contributes directly to units of service delivery.

The AGENCY shall submit each month's schedule by the 10<sup>th</sup> of the previous month. Modifications to the schedule shall be made in advance and in writing to the COUNTY'S Manager of the CCC or designee.

8. The AGENCY shall require all staff providing units of service under this Contract to attend up to eight (8) hours per month of NCF staff meetings and twelve (12) hours per year of COUNTY's CCC directed training. NCF meetings and COUNTY's CCC directed training should not be billed as direct service. Any exceptions to this requirement must be approved in advance by the COUNTY's Manager or designee of the CCC.
9. The AGENCY shall not locate COUNTY property outside of the Neighborhood Centers for Families without expressed written permission from the COUNTY. Any COUNTY equipment that is allowed to leave the NCF must be signed out to an NCF member. The AGENCY shall only use COUNTY equipment for delivery of services and for the achievement of outcomes designated in **Attachment A**. The AGENCY or its employees shall not use any COUNTY equipment or COUNTY-paid facilities for personal or non-NCF business. The AGENCY shall request in writing the temporary or permanent relocation of any COUNTY owned equipment.
10. Each AGENCY receiving funds from the COUNTY's CCC for programs and services is required to identify one (1) CCC AGENCY representative. The AGENCY representative will be appointed to the CCC AGENCY Council and must be knowledgeable of all of its AGENCY CCC-funded programs and services. The functions and responsibilities of the AGENCY representative include, but are not limited to, those described in **Attachment F**.
11. If the AGENCY is receiving \$10,000 or less in combined CCC funding and/or does not receive funding for staff from the CCC, they may submit a written request for exemption from participating on the AGENCY Council to the CCC.
12. The NCF Manager and/or designee will participate in the evaluation and selection process for the Neighborhood Coordinator position. The COUNTY's Manager of the CCC, or designee, reserves the right to give final hiring approval in the selection, hiring and termination of every Neighborhood Coordinator, Administrative Assistant and NCF Manager. The NCF Manager, in coordination with the AGENCY Council Representative/designee, shall be involved in the hiring, evaluation, and termination of the Neighborhood Coordinators.
13. The NCF Manager, Senior Neighborhood Coordinator, and/or designee will provide input into the selection process for all NCF frontline staff contributing to the delivery of units of service.
14. The functions of the NCF Manager, Sr. Neighborhood Coordinator, Neighborhood Coordinator, AGENCY Representative and Frontline Staff are listed on **Attachment F**.
15. The NCF/AGENCY shall maintain written job descriptions, including identification of duties and qualifications for all positions contributing to the delivery of units of service.
16. Written annual performance reviews will be conducted for all employees. All employees must meet satisfactory work performance standards. A record that the performance review was conducted and that the employee meets satisfactory work performance shall be transmitted to the NCF Manager, Senior Coordinator, and/or the CCC Manager or designee.

17. The COUNTY's Manager of the CCC and/or designee will receive prior notification of all annual performance reviews for NCF Managers, Senior Coordinators, and Neighborhood Coordinators. In addition, the CCC reserves the right to participate in the evaluation process by providing a written assessment of employee performance, to be included in the overall performance evaluation.
18. The AGENCY agrees to resolve staff grievances through a collaborative process, using the CCC designated Administrative Agent to facilitate the process. The Administrative Agent agrees to establish fair hearing procedures that ensure all persons will be advised of their rights to a fair hearing. At a minimum, a response to the staff grievance will be provided within thirty (30) days. Upon request by the COUNTY, the administrative agent shall provide a written report as to the grievance outcome within five (5) normal COUNTY working days. The Administrative Agent will maintain these documents on file for review by the COUNTY.
19. Schedules for all staff funded through the COUNTY's CCC should be maintained by the Senior Neighborhood Coordinator or Neighborhood Coordinator on site. Each staff schedule should indicate the location and hours worked each day. All CCC funded personnel working on site or within reasonable proximity to the main NCF office must sign in and out daily.
20. The NCF/AGENCY will maintain a system to document and track client progress and will be responsible for a written report on the achievement of Service Standards and contracted outcomes identified in **Attachment A**.
21. The AGENCY is responsible for prompt payment of all salaries, wages, and related payroll taxes for positions funded by the COUNTY. Salaries and wages shall not be paid in advance.
22. The CCC reserves the right to review, evaluate, monitor and/or audit NCF/AGENCY records at any time upon reasonable notice, with a minimum of three (3) normal COUNTY working day's notice to the AGENCY, Senior Neighborhood Coordinator, and/or NCF Manager. In case of an emergency, the CCC may review, evaluate, monitor, and/or audit NCF/AGENCY records without notice.
23. The CCC shall have the right to request AGENCY reassignment and/or transfer of all employees. Such request for reassignment shall be completed by the AGENCY in an appropriate and timely manner as agreed upon by the CCC and member AGENCY.
24. All employees shall be prohibited from use of work time, COUNTY equipment, supplies or funds for personal use or to assist political parties, activities or candidates for public office.
25. All NCF employees will participate in the NCF collaborative process, to include case collaborative meetings. The collaborative process will include a single point or process for access to the NCF including common intake, assessment or information forms. Programs and services will be provided at convenient, family-friendly times and in neighborhood locations to maximize community access and to ensure Service Standards are achieved.

26. The AGENCY receiving COUNTY funds must make every effort to obtain appropriate authorizations from all clients to allow collaborative consultations to benefit clients and to allow demographic, service provision and outcome data to be collected and entered into the COUNTY HIPAA compliant data management system. The AGENCY agrees to utilize the Collaborative Client Information System and the associated Authorization for Release of Information as a collaborative partner of the NCF system.
27. Inquiries and calls from individuals, families, and organizations within the community to the NCF should be responded to within one (1) normal COUNTY working day. Follow ups to formal referrals must be conducted and documented. After-hours/emergency access is encouraged.
28. Each NCF shall publish one (1) phone number that will be answered with the greeting: "(Community) Neighborhood Center for Families." This number should be located at the neighborhood center, which will be identified with signage as the (Community) Neighborhood Center for Families.
29. Any information flyers, event handouts, pamphlets, etc. related to NCF services and distributed by the NCF frontline staff and/or agencies must have prior approval of the COUNTY's Manager of the CCC or designee.
30. The NCF Manager, Senior Coordinator, and agency representatives must have direct knowledge of the unit of service budgets for the NCF/AGENCY.
31. The total budget for the units of service contracts may not be exceeded.
32. The AGENCY acknowledges receiving a copy of the Operations Manual issued by the COUNTY's CCC. To the extent allowed by law, the AGENCY agrees to comply with the procedures as they may be amended and provided to the AGENCY in writing by the COUNTY's CCC. The AGENCY accepts responsibility for ensuring compliance with mandatory provisions of the Operations Manual and for keeping informed of amendments to such documents.

### **Neighborhood Center for Families Reporting Requirements**

33. The AGENCY staff members must submit reports with all acceptable source documents, as requested, by the COUNTY's Manager of the CCC or designee. Source documents may include, but are not limited to, daily activity logs, sign-in sheets, client lists, attendance rosters, and time sheets. The requirement of documentation and the acceptability of documentation are at the sole discretion of the CCC.
34. The supporting information will be organized in such a fashion that the relationship between the documentation and reported data is clear and unambiguous.
35. The NCF Manager and/or Senior Neighborhood Coordinator shall be responsible for reviewing and submitting reports as prescribed by the CCC which may include, but are not limited to, documenting delivery of services, outputs, and outcomes. The CCC shall provide a schedule of timelines and due dates to NCF Managers and Senior Coordinator for

distribution. The NCF Manager and/or Senior Coordinator shall provide member agencies (if requested) with copies of all reports submitted to the CCC. Noncompliance may result in penalties as stipulated in **Attachment H**.

36. The AGENCY agrees to submit Quarterly Direct Service Reports (QDSR) to the COUNTY's CCC through the respective Neighborhood Centers for Families. These reports shall follow the format prescribed by the COUNTY's CCC.
37. The AGENCY shall be responsible for providing the Neighborhood Coordinator, Senior Coordinator and/or NCF Manager with one (1) copy of the Quarterly Direct Service Report (QDSR) containing the necessary information and documentation for reports required by the CCC including the AGENCY Council Representatives approval signature, by the 5<sup>th</sup> of the month or the preceding Friday if the 5<sup>th</sup> falls on a weekend. The Neighborhood Coordinator, Senior Coordinator and/or NCF Manager will compile the reports and submit the final NCF report to the CCC by the 10<sup>th</sup> of the month for the first through the third quarters. Fourth quarter reports are due to the CCC by the 5<sup>th</sup> of the month. The report may be submitted utilizing a paperless email-based delivery without the actual signature of the AGENCY Council Representative or designee provided that the email submission to the NCF originates from the designated email address(s). The paperless submission will indicate that the attached QDSR has been reviewed and approved by the AGENCY Council Representative or designee.
38. Quarterly Direct Service Reports (QDSR) not submitted by the deadline will be considered non-compliant and may result in penalties as provided in **Attachment H**.
39. If the AGENCY'S delivery of units of services is greater than a ten-percent (10%) variance of any quarter's unit of service delivery target, as outlined in **Attachment B**, the AGENCY shall submit a comprehensive corrective action plan to the COUNTY's Manager of the CCC or designee by the 15<sup>th</sup> of the month following the quarter of non-compliance.
40. Each program contributing to the delivery of units of service must maintain a daily activity log containing the ten (10) types of information as outlined in the Operations Manual. The daily activity log must record all CCC funded hours worked by NCF staff members. A copy of the daily activity logs must be provided to the NCF Coordinator upon submission of the Quarterly Direct Service Report. Any waivers must be approved in writing by the COUNTY'S Manager of the CCC or designee.
41. The AGENCY's Quarterly Direct Service Hours Report will be verified by the NCF Manager/CCC designee. The AGENCY has three (3) normal COUNTY working days from the receipt of notification of verified hours to justify and make corrections to the verified hours and make any revisions to the Quarterly Unit of Service Report. The AGENCY will only be paid for hours earned and verified by the NCF Manager/CCC designee.
42. The AGENCY shall submit to the COUNTY's CCC the Quarterly Unit of Service Reports, for each program on or before the 25<sup>th</sup> of the month following the previous quarter for units of service delivered for the first through the third quarters. Quarterly Unit of Service Reports for the fourth quarter shall be submitted by the 15<sup>th</sup> of the month following the close of the quarter. The AGENCY agrees to correct all Quarterly Unit of Service Report discrepancies



noted in COUNTY's CCC issued Non-Compliance letters and shall resubmit its Quarterly Unit of Service Report within three (3) normal COUNTY working days.

43. No revised Quarterly Direct Service Reports or Unit of Service Delivery Reports will be accepted unless authorized in writing by the CCC.
44. When applicable, the NCF/AGENCY will submit to the COUNTY a written report listing the Average Daily Attendance of clients for programs that have a recreational component by each semester. Such reports must be submitted by the 10<sup>th</sup> of the month following the semester to the CCC identified as the **Attachment G** in the contract.
45. The NCF/AGENCY will maintain documentation of all leveraged funds including, but not limited to, in-kind contributions, volunteer hours, and funding matches. Such documentation is subject to CCC verification.
46. An inventory of all NCF equipment shall be performed and the form signed by the NCF Manager and/or the Senior Coordinator any time there is a personnel change in NCF Manager, Senior Coordinator, Neighborhood Coordinator, and/or AGENCY Council Representative. This inventory shall be submitted in writing to the CCC prior to the change in personnel.

## ATTACHMENT E Service Codes

### Service Definitions:

1. **Direct Service Hour:** Any hour (or part of an hour) spent working directly or indirectly with and/or for the betterment of an identified client. Any time that can be legitimately assigned to a CCC Service Code is considered a Direct Service Hour (or part of a direct service hour).
2. **Required Direct Service Hours:** The number of direct service hours agreed upon by contract and reported on the Monthly Direct Service Hour Report (MDSR).
3. **Program Data Form:** A companion form to the Budget packet. This form provides detailed information by program regarding service delivery, Service Codes used, outcomes targeted and more.
4. **Series:** A fixed number of classes or programs that must occur in sequential order. A series may have a specific start and end date or it may be self-paced, permitting clients to proceed at their own speed.
5. **Curriculum-based:** A formal course of study with specific educational goals.
6. **For all group activities the program shall:** Abide by the staff-to-youth ratio established by their agency. If that staff-to-youth ratio does not meet the minimum standard of care as stated in Section 402.305 Florida Statutes, the agency shall increase staff-to-youth ratios to meet these minimum standards. Section 402.305 Florida Statutes, states the minimum staff-to-youth ratio for on-site group activities is 1 staff to every 25 youth; for field trips and other off-site activities requires one extra adult, in addition to the on-site requirement. This standard shall be required for all programming paid for with funds under this Contract.
7. **Report Data:** Unduplicated agency count to be submitted with Quarterly Direct Service Report.
8. **Case Management:** A service delivery model, which provides an individualized plan for each client to achieve stated goals. Progress toward achievement of the plan is monitored and documented. Services include direct client contact as well as contacts and meetings with others specifically related to the client and case plan.
9. **Family Support Activities:** Activities which increase family involvement through direct contact with family members, i.e. family visit, parent night, etc.

**10. Monthly Direct Service Report (MDSR):** A report given to the CCC from each NCF outlining monthly activity of the Frontline Staff in the NCF. This report indicates the following:

- Agency
- Frontline Staff name
- Position title
- Required Direct Service Hours
- Direct Service Hours (listed by Service Code)
- Percentage of time allocated to each Service Code
- Output data (as required by the Service Code)
- Outcomes impacted
- Core Group clients served
- Unduplicated Client Count

**11. Quarterly Direct Service Report (QDSR):** A report given to the CCC from each NCF outlining quarterly activity of the Frontline Staff in the NCF. This report indicates the following:

- Agency
- Frontline Staff name
- Position title
- Required Direct Service Hours
- Direct Service Hours (listed by Service Code)
- Percentage of time allocated to each Service Code
- Output data (as required by the Service Code)
- Outcomes impacted
- Core Group clients served
- Unduplicated Client Count

**The AGENCY shall report units of service on a quarterly basis utilizing the CCC approved Quarterly Direct Service Hour Report form.**

**Community Development Services (100)  
(Should be included in the NCF Community Plan)**

- A. Organizing and strengthening the community and identifying community resources as reflected in a written plan developed with community input and approved for use by the CCC. Includes activities that increase resident knowledge and utilization of community resources, and build community cohesiveness, such as citizen recruitment, community projects, technical assistance, and training for citizen groups.
- B. Meetings and events attended by staff to foster community collaboration. Participation in these meetings and/or events is aimed toward establishing community rapport in order to cultivate community relationships between the NCF and community partners. Examples of meeting types could be school-based, such as, but not limited to, participation in SAC meetings and/or PTA meetings.

### ***Documentation/Report Data***

# of Direct Service Hours per Quarter

### **Agency Record Keeping Responsibility**

Direct service hours in the 100 series should be used sparingly. Program staff should not exceed 10% total direct service hours per quarter. The agency should keep on file the number of community activities, projects, meetings and events attended and/or facilitated.

### **Educational Services (200)**

- A. Youth - Academic enrichment provided to an individual student or a group of students in grades pre K-12, including but not limited to, tutoring, homework assistance, academic field trips and academic related games/activities (i.e. spelling bee, Academic Olympics). Service may include conferences/contacts/follow-up at the school or home specific to the program participant or group. May include family support activities.
- B. Adult-Long or short-term curriculum-based instruction directed toward specific academic, non-vocational attainment (GED, ESOL, literacy, etc.). The curriculum may also be instruction based on a single academic/educational topic. Service may include assessment, testing, and monitoring of progress.

### ***Documentation/Report Data***

# of Direct Service Hours per Quarter

### **Agency Record Keeping Responsibility**

The agency should keep on file progress made by each client and the number of clients served by the program.-Sign-in sheets should also be kept as back-up documentation. A client list

should be maintained of all clients served in this Service Code series. If the program conducts a group activity, a Quarterly attendance roster should be kept with the names of all participants.

### **Employability & Training Services (300)**

#### **Youth**

- A. Youth Employment Training - Curriculum-based employment skills training for youth. Instruction is provided in time management, application preparation, resume preparation, interviewing techniques and career goal setting. May include family support activities.

#### **Adult**

- B. Adult Training/Education - Individual or group curriculum-based instruction program providing job related training and certification.
- C. Career Counseling and Case Management - Case coordination to advance career goals and one-on-one career development counseling for employment and training opportunities. Services provided may include coaching to assist clients in preparing for and/or locating jobs and/or training programs. Examples may include, but are not limited to referrals to job fairs, Internet job searches and adult life skills training.
- D. Career and Employment Events ...Advocacy efforts and activities with employers and hiring executives to increase opportunities to gain and retain employment. Examples may include, but are not limited to hosting and/or participating in Career/Employment Fairs, Employer Resource Fairs, seminars, workshops... etc., that will enable those seeking employment, as well as the employer community, to access a variety of information designed to improve a client's potential toward securing and maintaining employment.

#### ***Documentation/Report Data***

# of Direct Service Hours per Quarter

#### **Agency Record Keeping Responsibility**

The agency should keep a client list indicating the number of clients served by the program on file for this Service Code Series. If a group activity is conducted, roster should be kept with names of all participants along with records of quarterly attendance and sign in sheets.

Approval for service provided outside of the daily NCF service activities, should be requested on page 3 of the Program Data Form. In the instance of an unanticipated request, the agency shall submit an updated, corrected copy of the form. Once approval has been provided, documentation will be kept in the daily activity logs.

### **Family Support Services (400)**

- A. Family Crisis and Intervention - Immediate assistance to families and or individuals before, during and after a crisis.
- B. In-home Education and Support - Assistance provided in and to the home to develop and complete a family plan. Services include contacts and meetings specifically related to the family and case plan. Services could also include ongoing participatory curriculum-based activities for parents and children.
- C. Parent/Family Education and Training - Series of curriculum-based classes and/or activities to teach or improve parenting skills. Related classes may be provided for other family members.

***Documentation/Report Data***

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

**The agency should keep a client list indicating the number of clients served by the program on file for this Service Code series.**

- A. The agency should keep a client list indicating the number of clients served by the program on file for this Service Code series and progress notes to support crisis intervention.
- B. Individual or family case/service plans will be required for the in-home education and support and parent/family education and training services.
- C. If a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance. Sign-in sheets should also be kept as back-up documentation.

**Health Services (500)**

- A. Health Management - Provision of onsite health services including assessment, treatment, medication, information, and referrals. May also include assessing, identifying, and/or planning, the health needs of families/individuals and developing individualized service plans. Follow-up is provided for clients with identified health needs.
- B. Health Education - Group presentations concerning health information and community resources. May be single presentation or series.

- C. Nutrition Services - Provision of meals and other nutrition items at a congregate site and/or delivered to home.
- D. Community Health Initiatives – Health Fairs, Immunization Initiatives, Back to School Events and School Initiatives.

**Documentation/Report Data**

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

The agency should keep a client list indicating the number of clients served by the program on file for this Service Code series. If a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance. Sign-in sheets should also be kept as back-up documentation.

Approval for service provided outside of the daily NCF service activities, should be requested on page 3 of the Program Data Form. In the instance of an unanticipated request, the agency shall submit an updated, corrected copy of the form. Once approval has been provided, documentation will be kept in the daily activity logs.

- A. If ongoing support is needed, a service plan or case plan will be required.

**Counseling Services (600)**

- A. Individual/Family Counseling - Therapeutic strategies that are utilized by mental health counselors to improve individual behavior and functioning or interactions between family members. Service includes contacts and meetings related specifically to the individual or family. May include family support activities.
- B. Group Counseling and Support - Individuals with related issues meet as a group with a mental health counselor. Case plans are maintained for individuals in the group. May include family support activities.
- C. Clinical Counseling Consultation - Clinical consultation provided to or received by counselors in the NCFs. This consultation refers to time-spent with/by the agency representative qualified and authorized to provide clinical direction to NCF counselors from that agency. To be utilized as approved by the CCC only.

**Documentation/Report Data**

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

The number of clients served by the program.

- A. Individual or family case plans or service plans will be required for this service code series. The agency should keep on file progress made by each client.
- B. Group activity is conducted; a roster should be kept with names of all participants along with records of Quarterly attendance. Sign-in sheets should also be kept as back-up documentation. Individual or family case plans or service plans will be required for this service code series. The agency should keep on file progress made by each client.
- C. Number of consultation hours received or provided.

**Recreational Services (700)****Youth**

- A. Supervised Youth Teams - Supervised youth teams provided during non-school hours. An on-going commitment to the team is expected but program may have a specific start and end date. May include family support activities.
- B. Supervised Recreational Activities - Supervised recreational services for youth during non-school hours. Program offerings vary and may include recreational, arts, and academic enrichment activities. May include family support activities.
- C. Individual and Group Client Maintenance/Support - Service may include conferences, contacts/follow-up at the school or home specific to the program participant or group. May include family support activities.

**Seniors**

- D. Senior Clubs/Organization - Although program activities may vary, the club usually has a specific purpose or focus and an ongoing commitment is expected. May include family support activities.
- E. Senior Recreational Activities - Program offerings vary and may include recreational, arts, and academic enrichment activities. May include family support activities.

**Documentation/Report Data**



# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

The agency should keep on file the number of clients served by the program; if a group activity is conducted a roster should be kept with names of all participants along with records of Quarterly attendance. Sign-in sheets should also be kept as back-up documentation. Per the agency contract, staff-student ratios should be maintained. Non-CCC funded staff may be utilized to reduce youth-to-staff supervision ratios as needed with appropriate documentation.

**Youth Development Services (800)**

- A. Life Skills Training - Curriculum-based training for youth to deter/alter unacceptable behavior and to learn decision-making skills and social communication. May include family support activities.
- B. Mentoring - One-on-one mentoring for students in grades K-12. An individual plan is prepared and maintained. Service may include conferences/contacts specific to the student/plan. May include family support activities.
- C. Supervised Youth Clubs/Organizations - Supervised youth clubs provided during non-school hours. Although activities may vary, the club usually has a specific purpose or focus and an ongoing commitment is expected. May include family support activities.
- D. Family Development Activities – (Family Fun Night)

***Documentation/Report Data***

# of Direct Service Hours per Quarter

**Agency Record Keeping Responsibility**

The agency should keep on file progress made by each client, the number of clients served by the program; if a group activity is conducted, a roster should be kept with names of all participants along with records of quarterly attendance. Sign-in sheets should also be kept as back-up documentation.

Approval for service provided outside of the daily NCF service activities, should be requested on page 3 of the Program Data Form. In the instance of an unanticipated request, the agency shall submit an updated, corrected copy of the form. Once approval has been provided, documentation will be kept in the daily activity logs.

### **NCF/Collaborative Services (900)**

- A. Intake and Assessment - Screening and/or assessing needs of clients for service eligibility. Frontline staff meet with potential clients to determine which services, if any, offered by the NCF are appropriate for the client(s).
- B. Recruitment and Outreach - Meetings, presentations and events designed specifically to increase awareness about a specific program or service offered by the NCF. This is not to be used for NCF Community outreach events. It is specifically for NCF-based programs to assist in building and/or maintaining an adequate client base.
- C. NCF Collaborative Consultation - Information sharing to assist fellow NCF partners in finding effective ways to serve NCF clients. Examples of work include: case collaboration meetings, EPT meetings, case staffing meetings.
- D. Information and Referral - Information and/or identification of community resources for assistance with family support issues. Follow-up services.

### **Report Data**

# of Direct Service Hours per Quarter

### *Agency Record Keeping Responsibilities*

- A. Documentation of the intake and assessment.
- B. Documentation of the meetings, presentations and/or outreach events attended and referrals received.
- C. Each consultation must include the following documentation: problems identified, solutions proposed, and resources identified.
- D. Number of referrals and follow up documentation should be maintained.

### **NCF Services (950)**

- A. Case Management – Work performed toward completion of an established service/case plan. Examples of work include: collateral phone calls, staffing with current and/or potential service providers outside the NCF, documentation of service linkage efforts and completion of case notes for inclusion in the client file.

**Report Data**

Number of direct service hours per Quarter

**Agency Record Keeping Responsibility**

Direct Service Hours conducting case management should be limited to 10% of Direct Service Hours per quarter unless otherwise approved by the CCC.

**NCF Services (960)**

- A. Volunteer Support Services- (This code is to be utilized as approved by the CCC only. This approval must be granted on an annual basis.) Recruiting, training, and coordinating community volunteers to enhance and support on-going NCF programs and services in support of contracted outcomes.

**Report Data**

Number of direct service hours per Quarter

**Agency Record Keeping Responsibility**

Documentation of the number of volunteers engaged; number of training sessions held; hours of service per volunteer; and types of training(s) provided and a general description of how it relates to program services.

**Other (1000)**

Program Withdrawal/Staff Resignation- To be utilized ONLY with prior approval from the CCC Notice of withdrawal or staff resignation along with written authorization from CCC must be attached to the Quarterly Direct Service Report Transition of clients and preparation of case files for exit audit.

**Report Data**

Number of direct service hours per Quarter (**Maximum of 40 hours**);

**Agency Record Keeping Responsibility**

The agency should provide the Neighborhood Center for Families comprehensive documentation detailing the number of cases transitioned to other staff and/or services; and the number of case files prepared for audit.

**DCSH-NOS (1500)**

**ONLY THE CCC MAY INITIATE AND AUTHORIZE THE USE OF THIS CODE**

Use of this code is strictly prohibited without written authorization from the CCC

Completion of direct service hours in activities or services not otherwise specified.

**Report Data:**

Number of direct service hours per quarter; other report data as specified by the CCC.

**Code 2000 (new)**

**USE OF CODE 2000 MAY BE INITIATED BY THE CCC OR AN NCF FUNDED PARTNER.**

Unanticipated Emergency/Extreme Situations – To be utilized ONLY with the prior approval from the CCC.

**Report Data:**

Number of hours per quarter; other report data as specified by the CCC.

**ATTACHMENT F****Neighborhood Center for Families Roles/Responsibilities**

<b>NEIGHBORHOOD CENTER MANAGER/ SR. COORDINATOR</b>	<b>SENIOR NEIGHBORHOOD COORDINATOR</b>	<b>NEIGHBORHOOD COORDINATOR</b>	<b>FRONTLINE STAFF</b>	<b>AGENCY COUNCIL REPRESENTATIVE</b>
Operational oversight for NCF programs and services, including supervision and training of CCC funded personnel and program and budget recommendations.	Operational oversight and coordination of an NCF, including supervision and training of CCC funded personnel, maintaining AGENCY staff schedules and other administrative tasks.	Coordinates daily operations of NCF, including maintaining AGENCY staff schedules and other administrative tasks.	Provides direct service in accordance with the CCC contract. Requests service provision changes from the CCC prior to implementation. Produces a weekly/monthly schedule and submits to Neighborhood Coordinator.	Responsible for technical (clinical) supervision and training of CCC funded personnel in AGENCY procedures and administration.
Reviews and approves for publication/public use written documents. i.e., press releases, brochures, etc.	Coordinates NCF marketing, NCF events, and reviews and approves for publication/public use all written documents.	Coordinates marketing of NCF programs and services, including coordination of NCF events.	Participates in marketing of all NCF programs and services, including coordination of NCF events. Conducts outreach to generate new clients for NCF services.	Coordinates AGENCY changes to NCF programs and personnel with NCF Manager, Sr. Coordinator and CCC.
Monitors and evaluates NCF progress toward contract outcomes and implements adjustments as needed to meet outcomes.	Monitors and evaluates NCF progress toward contract outcomes and coordinates NCF case staffing and case management.	Coordinates NCF case staffing and case management.	Participates in NCF Case Management and Frontline Staff meetings.	Responds to CCC/NCF Manager/Senior Neighborhood Coordinator requests for modifications to programs and services to improve NCF performance.
Reviews and submits required reports to CCC. Evaluates reports and assures compliance as required.	Compiles data submitted by agencies for reports required by CCC. Evaluates reports and assures compliance as required.	Compiles data submitted by agencies for reports required by CCC. Submits to NCF Manager for review, with copy to AGENCY representative.	Submits data to Neighborhood Coordinator in accordance with the NCF Data Collection Plan.	Reviews required reports for AGENCY performance.

<b>NEIGHBORHOOD CENTER MANAGER/ SR. COORDINATOR</b>	<b>SENIOR NEIGHBORHOOD COORDINATOR</b>	<b>NEIGHBORHOOD COORDINATOR</b>	<b>FRONTLINE STAFF</b>	<b>AGENCY COUNCIL REPRESENTATIVE</b>
Attends frontline staff meetings to provide guidance and ensures CCC compliance. Obtains frontline staff input on recommendations to improve NCF family support model and/or contract outcomes.	Schedules NCF meetings and notifies appropriate staff. Obtains frontline staff input on recommendations to improve NCF family support model and/or contract outcomes. Conducts frontline staff meetings.	Schedules NCF meetings and notifies appropriate staff. Coordinates meeting schedule and agenda with the NCF Manager. Conducts frontline staff meetings.	Submits work schedule in accordance with the NCF plan. Participates in all meetings planned by the Neighborhood Coordinator and/or NCF Manager.	Attends scheduled AGENCY Council meetings and meetings with NCF Manager, Senior Neighborhood Coordinator and/or CCC as requested.
Liaison to NCF stakeholders (internal and external) including member agencies and key community leaders.	Liaison between citizens, NCF stakeholders (internal and external) including member agencies and key community leaders.	Liaison between citizens, NCF Manager and NCF agencies concerning daily operations.	Communicates directly with Neighborhood Coordinator Participates in daily operations to include but not be limited to answering phones, addressing clients etc.	Liaison to CCC, Senior Neighborhood Coordinator and NCF Managers.
Provides additional support to NCF staff and AGENCY personnel in the following areas: counseling; training and staff development; grant writing; and NCF operations and systems development.	Provides leadership, mentoring and training support to NCF Coordinators.	Provides leadership and training support to NCF frontline staff.	Provides services in accordance with the CCC contract.	Provides leadership to NCF Supervisors and AGENCY personnel in accordance with the CCC contract and AGENCY standards.
Assures NCF compliance with Contract and Operational Manual.	Provides support to the Neighborhood Center for Families ensuring compliance with this Contract and Operational Manual.	Provides support to the Neighborhood Center for Families by ensuring compliance with this Contract and Operational Manual.	Provides support to the Neighborhood Center for Families by ensuring compliance with the Contract and Operations Manual.	Responds to CCC/Management Agent/Senior Coordinator inquiries and requests, including compliance with Contract, Operational Manual and completion of CCC documents.

ATTACHMENT G  
AVERAGE DAILY ATTENDANCE WORKSHEET

Program Name	Week 1		Week 2		Week 3		Week 4		Week 5	
	ADA	Youth Served	ADA	Youth Served	ADA	Youth Served	ADA	Youth Served	ADA	Youth Served
	0	0	0	0	0	0	0	0	0	0
Program Name	Week 6		Week 7		Week 8		Week 9		Week 10	
	0	0	0	0	0	0	0	0	0	0

**Instructions:** Enter the number of youth served and the average daily attendance for each recreational program providing services to youth in groups. Add additional columns as needed. At the conclusion of each semester and summer provide an overall daily average attendance.

**Due Dates:**  
1st Semester Report - due- January 25  
2nd Semester Report - due - June 14  
Summer Report- due- August 16

<b>Semester 1</b> Average Daily Attendance: _____	<b>Semester 2</b> Average Daily Attendance: _____	<b>Summer</b> Average Daily Attendance: _____
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**ATTACHMENT H****NONCOMPLIANCE STANDARDS**

The AGENCY may be found noncompliant by the COUNTY'S CCC for the following reasons and subject to the penalties indicated.

**A. Level One (1) Noncompliance includes, but is not limited to:**

1. Failure to submit required reports in a complete, accurate and/or timely manner.
2. Failure to maintain appropriate support documentation.
3. Failure to reconcile discrepancies in reported data and support documentation.
4. Failure to comply with a requirement of this Contract.
5. Program or financial negligence, inefficiency or error.
6. Failure to meet contracted Outcomes.
7. Failure to provide the required Units of Service within acceptable limits of schedules.

**Penalties for Level One (1) Noncompliance include, but are not limited to:**

1. Delay of payment or reduction of funding.
2. Written notice of Noncompliance.
3. Written notice of required actions.

**B. Level Two (2) Noncompliance includes, but is not limited to:**

1. Repeated or multiple instances of Level One (1) Noncompliance.
2. Failure to comply with written notice of required action(s) for Level One (1) Noncompliance.
3. Failure to comply with a requirement of this Contract.
4. Failure to meet contracted Outcomes.

**Penalties for Level Two (2) Noncompliance include, but are not limited to:**

1. Delay of payment or reduction of funding.
2. Any Level One (1) penalty.

**C. Level Three (3) Noncompliance includes, but is not limited to:**

1. Repeated or multiple instances of noncompliance at Level One (1) or Level Two (2).
2. Continued failure to comply with written notice or required action from the COUNTY'S CCC.
3. Falsified or non-existent source documents or other records.
4. Continued fiscal or program inefficiency, negligence or incompetence.
5. Failure to provide programs or services.



6. Achievement of outcomes cannot reasonably be expected within this Contract period.
7. Fraud or other breach of this Contract.
8. Failure to comply with a requirement of this Contract.

**ATTACHMENT H  
(cont'd)**

**NONCOMPLIANCE STANDARDS**

**Penalties for Level Three (3) Noncompliance include, but are not limited to:**

1. Immediate stop work order from COUNTY'S CCC.
2. Termination of this Contract.
3. Delay of payment and/or reduction of Contract funding and adjustments of payments.
4. Evaluation, monitoring and/or audit of AGENCY.
5. Contract amendment to include, but not limited to, cost reimbursement and monthly reporting.
6. Recommendation to the COUNTY'S Procurement Division for suspension from future COUNTY Contracts.

The COUNTY'S CCC shall determine, on a case-by-case basis and based upon the severity of the instances of noncompliance, the number of infractions that shall cause movement from one (1) level of noncompliance to another. Nothing in this section shall limit the COUNTY'S CCC from moving to other levels of noncompliance or penalties.

**D. Appeal Process**

1. Level One (1) or Level Two (2) Noncompliance penalties that do not include a reduction of Contract funding may not be appealed.
2. The AGENCY which has received noncompliance penalties must, within five (5) normal COUNTY working days from receipt of notice, notify the COUNTY'S Manager of the CCC in writing of their intent to appeal the penalty. This notification must include all relevant facts and reasons why the penalty should not be imposed.
3. The COUNTY'S Manager of the CCC and/or designee shall respond in writing to the appeal notice. Such response will be sent to the Authorized Agent and/or designee of the AGENCY. If the AGENCY fails to appeal, the noncompliance penalties shall stand.
4. The decision of the COUNTY'S Manager of the CCC and/or designee will be final.

If the COUNTY'S Manager of the CCC and/or designee affirms the Level Three (3) penalties, either through the appeal process or through non-appeal, the Manager of the COUNTY'S Procurement Division will be notified and requested to review the facts to determine if there are sufficient grounds for a suspension and/or debarment.

**ATTACHMENT I  
LISTING OF NEIGHBORHOOD CENTER FOR FAMILIES**

<b>NEIGHBORHOOD CENTERS</b>	
<b>Apopka/Zellwood Neighborhood Center for Families</b> 6565 Willow Street Zellwood, Florida 32798 Phone: 407-254-9430 Fax: 352-385-9600	<b>Pine Hills Neighborhood Center for Families</b> 2804 Belco Drive Orlando, Florida 32808 Phone: 407-294-3519 Fax: 407-294-4134
<b>Bithlo/Christmas Neighborhood Center for Families</b> 18510 Madison Avenue Orlando, Florida 32820 Phone: 407-254-9400 Fax: 407-568-2307	<b>Taft Neighborhood Center for Families</b> 9500 S. Orange Avenue Orlando, Florida 32824 Phone: 407-254-1960 Fax: 407-251-2466
<b>Eatonville Neighborhood Center for Families</b> 323 East Kennedy Boulevard, Suite A Eatonville, Florida 32751 Phone: 407-629-5655 Fax: 407-644-1923	<b>Tangelo Park Neighborhood Center for Families</b> 5115 Anzio Street Orlando, Florida 32819 Phone: 407-226-1714 Fax: 407-226-2922
<b>Engelwood Neighborhood Center for Families</b> 5985 La Costa Drive Orlando, Florida 32807 Phone: 407-751-7906 Fax: 407-751-7907	<b>Union Park Neighborhood Center for Families</b> 9645 E. Colonial Drive Orlando, Florida 32817 Phone: 407-207-1684 Fax: 407-482-4486
<b>Lake Weston Neighborhood Center for Families</b> 5500 Milan Drive Orlando, Florida 32810 Phone: 407-286-2947 407-730-5562 Fax: 407-203-3924	<b>West Orange Neighborhood Center for Families</b> 303 S. West Crown Point Road Winter Garden, Florida 34787 Phone: 407-254-1930 Fax: 407-905-0375
<b>Lila Mitchell / Ivey Lane Neighborhood Center for Families</b> 5151-C Raleigh Street Orlando, Florida 32811 Phone: 407-254-9491 Fax: 407-521-2416	<b>Winter Park Neighborhood Center for Families</b> 901 West Webster Avenue Winter Park, Florida 32789 Phone: 407-622-2911 Fax: 407-622-2909
<b>Oak Ridge Neighborhood Center for Families</b> 150 Amidon Lane Orlando, Florida 32809 Phone: 407-850-5101 Fax: 407-850-5141	

**E VERIFICATION CERTIFICATION**

**ATTACHMENT J**

**Contract No. Y21-2111**

**NAME OF CONTRACTOR:** The Devereux Foundation, Inc. (referred to herein as "Contractor")

**ADDRESS OF CONTRACTOR:**

5850 T.G. Lee Boulevard Suite 400 Orlando, FL 32822

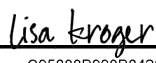
The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

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

DocuSigned by:  
  
 C95088B998B0428...

**NAME:** Lisa Kroger

**TITLE:** Executive Director

**DATE:** 03/08/21

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

**TERM CONTRACT #Y21-2111**

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

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

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

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

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

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

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

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

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

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

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

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