

**AMENDMENT NO. 1
CONTRACT NO. Y20-1085
WORKING AGREEMENT FOR RESIDENTIAL CARE SERVICES**

THIS FIRST AMENDMENT (“Amendment”) is entered into by and between **ORANGE COUNTY, FLORIDA**, on behalf of its Community and Family Services Department (the “County”), and **EMBRACE FAMILIES COMMUNITY BASED CARE, INC.** (“Agency”). The County and Agency may be referred to individually as “party” or collectively as “parties.” The purpose of this Amendment is to alter the terms of Contract No. Y20-1085 (the “Contract”) to correct the Contract funding source, correct a typographical error, replace the invoice forms attached to the Contract as “**Exhibit C**” and “**Exhibit F**” with new invoice forms, and change the invoice due date.

Section 1. **Amendment to Contract Header on Page 1.** The Contract header on Page 1 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

“

SUBRECIPIENT AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
EMBRACE FAMILIES COMMUNITY BASED CARE, INC.
regarding
**THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
SOCIAL SERVICES BLOCK GRANT ~~AND FOSTER CARE TITLE IV-E~~**
through
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
for the specific purpose of
**ESTABLISHING A WORKING AGREEMENT FOR THE PROVISION
OF RESIDENTIAL CARE SERVICES**

”

Section 2. **Amendment to Recitals on Page 1.** The first paragraph of the Recitals on Page 1 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

“
RECITALS

WHEREAS, the County entered into a Grant Agreement, Contract No. GJ506 (“**County-DCF Contract**”), with the Florida Department of Children and Families (“**DCF**”) that provides the County a yearly subaward of two million six hundred thirteen thousand one hundred thirty-six dollars (\$2,613,136.00) (“**Subaward**”) from DCF, which serves as the pass-through entity for the U.S.

Department of Health and Human Services' ~~Social Services~~ ("HHS" or "Federal Awarding Agency") Social Services Block Grant established by Title XX of the Social Security Act (CFDA 93.667) and ~~Foster Care Title IV-E~~ federal awards ("Federal Award"); and

..."

Section 3. Amendment to Section 2, Paragraph A., Subparagraph 7., on Page 2. Section 2 ("Documents"), Paragraph A., Subparagraph 7., on Page 2 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

...

7. **Exhibit C:** ~~Invoice Form~~ Supplemental Invoice Information;

..."

Section 4. Amendment to Section 8, Paragraph A., on Page 6. Section 8 ("Invoices"), Paragraph A., on Page 6 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

Section 8. Invoices.

A. The Agency shall deliver invoices to the County as a prerequisite to receiving any payments for Services or Unexpended Funds, as detailed in the Invoice Form attached to this Agreement as Exhibit "B" (the "Invoice"). The Agency shall submit both an Invoice for Services attached to this Agreement as "Exhibit F" and the Supplemental Invoice Information attached to this Agreement as "Exhibit C", or substantially similar forms the sufficiency of which shall be determined at the County's discretion. All invoices and supplemental information must be submitted to the County no later than the last business day in the month of July following the Period of Performance for which the Agency is invoicing. ~~If the Invoice Form fails to indicate a specific time period for invoicing, the default period shall be by July 6th of each State fiscal year.~~

..."

Section 5. Amendment to Exhibit A, Section IV., Paragraph A., Subparagraph 1., on Page 32. Exhibit A, Section IV., Paragraph A. (“The County’s Financial Obligations”), Subparagraph 1., on Page 32 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

“IV. Financial Obligations.

A. The County’s Financial Obligations.

1. Upon the Agency’s submission of a timely and completed Invoice for Services and Supplemental Invoice Information ~~Invoice and Invoice for Services (as later defined)~~ to the County, and the County’s receipt of Unexpended Funds (as later defined) from DCF, the County will pay the Agency the Unexpended Funds.

...”

Section 6. Amendment to Exhibit A, Section V., Paragraphs C. and D., on Page 34. Exhibit A, Section V. (“Unexpended Funds Process”), Paragraphs C. and D., on Page 34 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

“V. Unexpended Funds Process.

...

- C. Any unexpended funds must be requested through the submission of a properly completed invoice using the *Invoice for Services*, attached to this Agreement as **Exhibit “F”**, and the *Supplemental Invoice Information* attached to this Agreement as **“Exhibit C”** ~~and attached to the County-DCF Contract as Attachment 2.~~ The Agency shall submit a completed *Invoice for Services* with its *Supplemental Invoice Information* ~~*Invoice Form*~~ and supporting documentation to the County no later than the last business day in the month of July ~~the first week of the July~~ following the Period of Performance for which the Agency provided Services and is seeking Unexpended Funds.
- D. Upon the County’s receipt of a timely and completed ~~*Invoice Form*~~, *Invoice for Services*, *Supplemental Invoice Information*, and supporting documentation from the Agency, the County will request Unexpended Funds from DCF by September 1st of the year in which the unexpended funds occurred in accordance with Exhibit F, Section F-5.2, on Page 40 of the County-DCF Contract ~~July 6th of the year in which the Unexpended Funds occurred.~~ Upon the County’s receipt of Unexpended Funds from DCF, the County will pay the Agency said Unexpended

Funds.

...”

Section 7. Amendment to Exhibit B, Section 2.3, Paragraphs B. and C., on Pages 36-37. Exhibit B, Section 2.3. (“Invoice Requirements”), Paragraphs B. and C., on Pages 36-37 of the Contract is amended to read as follows, with additions being shown by underlines and deletions being shown by strike-throughs:

“2.3. **Invoice Requirements.**

...

B. The Agency shall fully complete the ~~Invoice Form~~ Invoice for Services and Supplemental Invoice Information attached to this Agreement as “Exhibit F” and Exhibit “C” respectively to invoice the County under this Agreement. Information to be provided either on the invoice or through supplemental information or supporting documentation on each youth shall include:

...

C. Payment will be authorized only for service units on the ~~Invoice Form~~ Invoice for Services and Supplemental Invoice Information, which are in accordance with the above list, and other terms and conditions of this Agreement.

...”

Section 8. Amendment to Exhibit C on Pages 38-39. Exhibit C (“Supplemental Invoice Information”) on Pages 38-39 of the Contract is hereby replaced in full by the forms included on the following pages:

**EXHIBIT C
SUPPLEMENTAL INVOICE INFORMATION**

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

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

ATTESTATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature

Date

Printed Name

Official Title

Exhibit C

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

ATTESTATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature

Date

Printed Name

Official Title

Section 9. Amendment to Exhibit F on Page 42. Exhibit F (“Invoice for Services”) on Page 42 of the Contract is hereby replaced in full by the following form:

**“EXHIBIT F
INVOICE FOR SERVICES**

PROVIDER NAME:		INVOICE NUMBER:	
ADDRESS:		CONTRACT NUMBER:	
		TELEPHONE NUMBER:	
NA000 (\$89 per bed day)			
Supplemental Invoice between Orange County and Embrace Families CBC, Inc. - Contract #Y20-1085 (See Supporting Documents)			

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

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

Original Authorizing Signature	Title	Date

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

”

Section 9. **Right to Deny.** If the services rendered by the Agency do not comply with the Contract or this Amendment, then the County reserves the right to deny payment for any requests for payment or reimbursement requests from the Agency.

Section 10. **Effective Date; Conflicts; Full Force.** This Amendment is hereby made a part of the Contract and shall be effective upon execution by both parties (the “Effective Date”). All provisions in the Contract, any attachments to the Contract, or any previous amendments that are in conflict with this Amendment are hereby changed to conform to this Amendment. Except as expressly modified in this Amendment, or in any previous amendment to this Contract, the Contract remains intact, unchanged, and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have executed this **nine (9)** page Amendment on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Carrie Mathes
Carrie Mathes
Manager, Procurement Division

Date: 10/8/2021

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

C Macina
Signature

Catherine A Macina
Printed Name

9/22/21
Date

Chief Financial Officer
Official Title

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____
2021, by _____, in his or her official capacity as the
_____ of the Embrace Families Community Based Care, Inc.

Signature Notary Public
Print, Type/Stamp Name of Notary

- Personally Known
- Produced Identification
Type of Identification Produced: _____

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

EMBRACE FAMILIES COMMUNITY BASED CARE, INC.

regarding

**THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES SOCIAL SERVICES
BLOCK GRANT AND FOSTER CARE-TITLE IV-E**

through

THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

for the specific purpose of

**ESTABLISHING A WORKING AGREEMENT FOR THE PROVISION OF
RESIDENTIAL CARE SERVICES**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32802, on behalf of its Youth and Family Services Division (the “**County**”), and **EMBRACE FAMILIES COMMUNITY BASED CARE, INC.**, a not-for-profit corporation under the laws of the State of Florida, located at 4001 Pelee Street, Orlando, Florida 32817 (the “**Agency**”). The County and the Agency may be individually referred to as “party” and collectively as “parties.”

RECITALS

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

WHEREAS, the Agency is the Lead Agency for DCF and, effective July 1, 2019, the Agency entered into a Standard Contract with DCF, Contract No. GJL58, for the provision of certain foster care services (“**Agency-DCF Contract**”); and

WHEREAS, the County-DCF Contract and Agency-DCF Contract requires the parties to establish and maintain a working agreement that clarifies the parties’ roles and responsibilities

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and permits the County to use a portion of the subaward to contract with the Agency for the provision of residential group care services; and

WHEREAS, the Agency performs the services contracted for in this Agreement in the normal course of its business activities and operations; and

WHEREAS, the parties find that entering into this Agreement satisfies their obligation to establish a working agreement by fully implementing the requirements of the community-based care system of care and clarifying the parties roles and responsibilities, including the referral and denial process and requirements, the parties' financial obligations, the process for handling any unexpended funds, the establishment of a shared vision, and the promotion of integrated community support and services that improve outcomes for families involved in the child welfare system; and

WHEREAS, the County finds that entering into this Agreement as a subrecipient agreement to support the Agency in its provision of residential group care services serves a benefit to the public by serving the County's at-risk youth population while assisting other agencies that provide residential care facilities in the Central Florida region; and

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

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.

Section 2. **Documents.**

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. The Federal Award;
3. The County-DCF Contract;
4. The Agency-DCF Contract;
5. **Exhibit A:** Roles and Responsibilities;
6. **Exhibit B:** Scope of Work;
7. **Exhibit C:** Invoice Form;
8. **Exhibit D:** Leased Employee Affidavit;
9. **Exhibit E:** Certification Regarding Lobbying; and
10. **Exhibit F:** Invoice for Services.

Section 3. **Term and Periods of Performance.**

A. **Term.** The term of this Agreement begins on the date of execution by the County ("**Effective Date**") and concludes on July 31, 2022 ("**Term**").

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A. **Periods of Performance.** The Term of this Agreement covers three (3) separate State of Florida (“**State**”) fiscal years during which the Agency shall provide Services in accordance with this Agreement, and, as such, payments shall only be disbursed for Services rendered by the Agency during the following periods of performance:

1. Fiscal Year 19/20 beginning July 1, 2019 and ending June 30, 2020 (“**First Period of Performance**”);
2. Fiscal Year 20/21 beginning July 1, 2020 and ending June 30, 2021 (“**Second Period of Performance**”); and
3. Fiscal Year 21/22 beginning July 1, 2021 and ending June 30, 2022 (“**Third Period of Performance**”).

Section 4. **The County’s Obligations and Responsibilities.**

A. The County shall fully implement its requirements in the community based care system of care to achieve the cooperative goals of the parties as more specifically described in the *Roles and Responsibilities* attached to this Agreement as **Exhibit “A.”**

B. The County shall pay the Agency the Unexpended Funds (as later defined in the *Roles and Responsibilities*) it receives from DCF for the purposes more specifically described in the *Scope of Work* attached to this Agreement as **Exhibit “B.”**

C. **Local Government Prompt Payment Act.** The County shall make payments to the Agency for services rendered pursuant to this Agreement in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

D. **Retroactive Payment.** The parties acknowledge that the Agency continued to provide services for the time period between July 1, 2019 and the Effective Date. As such, the County shall provide the Agency with Unexpended Funds for Services rendered during the First Period of Performance and in accordance with this Agreement.

E. **Availability of Funds.** The County’s performance and obligation to pay the Agency under this Agreement is contingent upon an appropriation for its purpose by DCF, HHS, or other specified funding sources.

F. The County is only responsible for payments to the Agency for which the County is provided funding by the Federal Awarding Agency or DCF. If the Federal Awarding Agency or DCF determines that a specific cost or expense invoiced by the Agency to the County is not permitted for reimbursement under the terms and conditions of the Federal Award or the County-DCF Contract, then the County shall not be responsible for making payment to the Agency for said cost or expense.

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G. Should the Federal Awarding Agency or DCF withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Agency without incurring any responsibility to make payment to the Agency.

H. At no point shall the County be expected to, or be responsible for, using general fund dollars to make payment to the Agency for any costs or expenses incurred by the Agency pursuant, or related, to this Agreement, the Federal Award, the County-DCF Contract, or the terms of any other agreement or contract to which the County is subject related to this Federal Award.

I. Any costs or expenses incurred by the Agency that exceed the funding available at the time of invoice, are in excess of the Unexpended Funds, or are incurred outside of the terms of this Agreement shall be the sole responsibility of the Agency.

Section 5. The Agency's Obligations and Responsibilities.

A. The Agency shall fully implement its requirements in the community based care system of care to achieve the cooperative goals of the parties as more specifically described in the *Roles and Responsibilities*.

B. The Agency, as a recipient of Federal Award funds pursuant to this Agreement, is responsible for meeting the objectives detailed in the *Scope of Work* in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement, the Federal Award, and the County-DCF Contract.

C. **Compliance with Uniform Guidance.** The Agency is responsible for complying with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as found in 45 C.F.R. Part 75 ("**Uniform Guidance**"). The Agency is required to ensure that any and all subcontractors providing services, or otherwise performing, pursuant to this Agreement shall comply with any and all relevant provisions of the Uniform Guidance.

D. The Agency acknowledges that the County's performance and obligation to pay under this Agreement is contingent upon an appropriation for its purpose by DCF, HHS, or other specified funding sources.

E. The Agency acknowledges that the financial assistance provided by the Federal Awarding Agency through this Agreement shall only be used to provide Services and fund expenses permitted by this Agreement.

F. The Agency shall comply with all applicable local, State, and federal laws, regulations, executive orders, and the policies, procedures, and directives of DCF and the Federal Awarding Agency. Should there be conflict between the various applicable laws, the most restrictive will govern.

G. The Agency shall comply with the terms and conditions of the Federal Award, the County-DCF Contract, the Agency-DCF Contract, and this Agreement ("**Companion**

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Agreements") which collectively govern the parties' relationship and the provision of services under the Federal Award.

H. The Agency shall designate a contract liaison to monitor the Agency's performance of the provisions set forth in this Agreement (the "**Contract Liaison**"). The Agency shall ensure that the Contract Liaison shall be available to meet with the County's staff to review activities on an "as needed" basis or as otherwise requested by the County. Should there be any change in the Agency's Contract Liaison, the County shall be promptly notified of such change in writing in accordance with the notice provision in this Agreement.

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

Section 6. Equal Opportunity and Nondiscrimination.

A. Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. 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 Agreement; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

Section 7. Safeguarding Information.

A. The Agency shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with all applicable federal, State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his or her responsible parent or guardian.

B. In the course and scope of performing Services under this Agreement, the Agency may receive, be exposed to or acquire confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential ("**Confidential Information**") of another party. The Agency, including their employees, agents, or representatives, shall:

1. Not disclose to any third party the Confidential Information of the other party except as otherwise permitted by this Agreement;
2. Only permit use of such Confidential Information by employees, agents and representatives that have a need to know in connection with performance of services under this Agreement; and
3. Advise each of their employees, agents and representatives of their obligations to keep such Confidential Information confidential.

Section 8. Invoices.

A. The Agency shall deliver invoices to the County as detailed in the *Invoice Form* attached to this Agreement as **Exhibit "B"** (the "**Invoice**"). If the *Invoice Form* fails to indicate a specific time period for invoicing, the default period shall be by July 6th of each State fiscal year.

B. The Agency shall only send the County Invoices for Services provided during a Period of Performance. The County shall only provide the Agency with Unexpended Funds for Services that were provided during a Period of Performance and in accordance with the arrangement contemplated by this Agreement.

C. The Agency acknowledges that payment may be withheld or denied if the Agency's Invoice:

1. Is incomplete or fails to provide the requisite supporting documentation; or
2. Fails to be provided in a timely fashion as determined by the terms of this Agreement.

D. The Agency shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Work* and applicable portions of the Federal Award and the County-DCF Contract.

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E. The County shall not make payments for, or in any way be responsible for, payment to the Agency for:

1. Any goods or services provided outside of a Period of Performance; or
2. Any goods or services provided that do not fall within the attached *Scope of Work*; or
3. Any goods or services that fall within the attached *Scope of Work*, but that such payment by the County would supplant current available, or projected, funding for those goods or services; or
4. Any goods or services that fall within the attached *Scope of Work*, but that such payment can be made through a third party program or insurance provider; or
5. Any costs or expenses in excess to the amount of funding allocated to the Agency pursuant to this Agreement, the Federal Award, or the County-DCF Contract.

Section 9. Records Management.

A. The Agency acknowledges that the Agency, and any and all of its subcontractors providing Services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this “Records Management” provision.

1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures.
2. **Retention.** Books, records, and accounts related to the performance of this Agreement shall be retained by the Agency for a period of six (6) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the Agency shall retain such books, records, and accounts for a period of six (6) years after the conclusion of any such litigation.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives.
4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the County in compliance with any

request for such public records made in accordance with Chapter 119, Florida Statutes.

5. If the *Scope of Work* is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives.

Section 10. Audit Requirements.

A. **County and County Comptroller Audits.** The County, the Comptroller of Orange County (the “**Comptroller**”), or their respective designees, shall perform program and financial monitoring periodically. A “Letter of Findings” shall be provided to the Agency. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Comptroller, within thirty (30) days of the date of the “Letter of Findings.” Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

B. **Compliance with Uniform Guidance.** The Agency acknowledges that, as the funds dispersed pursuant to this Agreement will be sourced from a Federal Award, it shall be held to the federal auditing requirements found in 45 C.F.R. Subpart F – Audit Requirements.

C. **Authorization to Audit.** The County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit the Agency’s use of any and all funds disbursed under this Agreement, from time to time, for compliance by the Agency with the terms, conditions, and obligations set forth herein.

D. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Agency shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Agency expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Agency must have a single audit completed and conducted in accordance with 45 C.F.R. § 75.514, unless the Agency elects to have a program-specific audit in accordance with 45 C.F.R. § 75.501(c).
2. If the Agency expends less than seven hundred fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.

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3. If the Agency is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars (\$750,000.00) or more in federal awards within one fiscal year, that audit shall be completed no later than one hundred eighty (180) days after the close of the Agency's fiscal year.

E. Submission of Audits and Audited Financial Statements.

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

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

F. The Federal Audit Clearinghouse. Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

G. Failure to comply with any audit requirements in this Agreement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Agency.

Section 11. Return of Funds.

A. The Agency shall return to the County any payments made to the Agency for unearned income or disallowed items pursuant to the terms and conditions of this Agreement, the Federal Award, and the County-DCF Contract.

1. In the event that the Agency, or any outside accountant or auditor, determines that an overpayment has been made, the Agency shall return to the County such overpayment without prior notification from the County within fourteen (14) days of receiving such notice.
2. In the event that the County discovers that an overpayment has been made, the County shall notify the Agency and the Agency shall return the funds to the County within fourteen (14) days of receiving such notice.

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3. Should the Agency fail to reimburse the County for any overpayment within the time designated, the County may:
 - a. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Agency's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 - b. Withhold any and all future payments until the amount of such overpayment has been recovered by the County;
 - c. Terminate this Agreement;
 - d. Hold the Agency as not responsible when considering future awards; or
 - e. Any or all of the above at the County's sole discretion.

Section 12. Termination for Convenience. The County may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice to the Agency. If this Agreement is terminated by the County for convenience, the Agency shall be paid only for the funding-applicable work completed or services rendered as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 13. Termination for Cause.

A. Immediate Termination. The County reserves the right to terminate this Agreement immediately if:

1. The Federal Awarding Agency or DCF terminates the Federal Award;
2. Any circumstance under which the County is no longer receiving Federal Award Funds to reimburse the Agency occurs;
3. The amount invoiced by the Agency meets or exceeds the amount of the funds available or provided for in this Agreement;
4. The Agency files bankruptcy or otherwise becomes insolvent;
5. The Agency is determined to be ineligible to do business in the State of Florida; or
6. The Agency violates another provision of this Agreement wherein the violation of such is considered by the County to be material and cause for termination.

B. Opportunity to Cure. The County reserves the right to terminate this Agreement for cause upon providing fourteen (14) day notice if:

1. The County notifies the Agency, and the Agency fails to take corrective action to the satisfaction of the County within the time provided in the County's cure notice or within seven (7) days of Agency's receipt of such notice, whichever is greater, of:
 - a. The Agency's unsatisfactory performance under this Agreement; or
 - b. A discrepancy in the Agency's invoicing or record keeping; or
2. The County determines – in its sole discretion – that the Agency is unable to perform under this Agreement.

C. If this Agreement is terminated by the County for cause, the Agency shall be paid only for the funding-applicable work completed as of the date of termination. No other damages may be assessed against the County for its termination of the Agreement pursuant to this or any other section of this Agreement.

Section 14. Indemnification, Sovereign Immunity, Insurance, Liability, and Independent Contractor.

A. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

B. Insurance.

1. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The General Aggregate limits shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
2. The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion

of their respective services, insurance of the types and to the limits specified in this Agreement.

3. 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 Agreement, or prior to executing any renewals hereof, to verify such coverage:
 - a. **Workers' Compensation** – The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County 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 the *Leased Employee Affidavit* attached herein as **Exhibit "D."**
 - b. **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 \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
 - c. **Sexual Abuse and Molestation Coverage** – The Agency shall maintain coverage for sexual abuse and molestation with limits of not less than \$100,000 per occurrence.
 - d. **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.
 - e. **Professional Liability** – Any agency, organization, or individual providing professional services (i.e., medical, counseling, etc.) under this Agreement shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.
 - f. **Employee's Honesty Insurance** – The Agency will provide not less than \$10,000 limit.

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4. 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 Agreement 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.
5. The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
6. 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.
7. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.
8. 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. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County, Florida
Attention: Procurement Division
400 East South Street
Orlando, Florida 32801

C. **Liability.** The County shall not be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. Independent Contractor. The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A. Non-Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Agency, or any other party pertaining to any matter resulting from this Agreement.

B. Federal Awarding Agency Seal, Logo, and Flags. The Agency shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.

C. Suspension and Debarment. Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

1. The Agency acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a “covered transaction” with a party listed on the System for Award Management (“SAM”) Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. § 180.530.
2. If the Agency has not already done so, prior to the execution of this Agreement, the Agency shall register for SAM using the DUNS® identification number under which it is entering this Agreement.
3. The County shall not execute this Agreement without verifying that the Agency has been, or already is, registered with SAM.
4. Should the County inadvertently execute this Agreement without first confirming registration of the Agency with SAM, it maintains the right to demand that the Agency register for SAM as soon as that oversight is discovered.
5. The County reserves the right to institute additional restrictions and conditions to this subaward, terminate this Agreement, or pursue any other remedy available under local, State, and federal law, should the Agency:

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- a. Refuse to register for SAM; or
 - b. Refuse to maintain an active registration with SAM; or
 - c. Be added to the SAM Exclusions list during the course of its performance under this Agreement; or
 - d. Fail to notify the County of any change in its status under the SAM system.
6. The Agency is required to verify that the Agency, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 7. The Agency shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 8. The Agency certifies that it understands and has complied with the terms of this Section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency did not comply – or has not complied – with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

D. Non-Discrimination.

1. The Agency shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Agency shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny them benefits, or subject them to discrimination.
3. The Agency shall adhere to any and all federal and State implementing regulations and other requirements that the Federal Awarding Agency and DCF have with respect to nondiscrimination.
4. The Agency shall ensure that any and all of its subcontractors are bound to the terms of this section.

E. Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

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1. By executing this Agreement, the Agency certifies that it shall comply with all requirements of federal regulation 45 C.F.R. § 75.330. Moreover, in order to facilitate continued monitoring for compliance with 45 C.F.R. § 75.330, the Agency must – at the County’s request – be able to demonstrate that, for the duration of this Agreement, the Agency:
 - a. Placed qualified small and minority businesses and women's business enterprises on its solicitation lists; and
 - b. Assured that small and minority businesses and women's business enterprises were solicited whenever they were potential sources; and
 - c. Divided the total requirements, when by its judgment as an expert in its field it was economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises; and
 - d. Established delivery schedules, when necessary, which encouraged participation by small and minority businesses and women's business enterprises; and
 - e. Used the services and assistance of the Small Business Administration (“SBA”) and the Minority Business Development Agency of the Department of Commerce to obtain the names of primary and replacement firms, when applicable.
2. The Agency shall maintain all of the above documentation for future verification and provide copies of the same to the County upon request. Not doing so shall jeopardize the Agency’s ability to be awarded federally-funded contracts by the County in the future.
3. The Agency understands that it may call the Orange County Business Development Division at (407) 836-7317 with any questions that it might have regarding this requirement.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

1. If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Agency:
 - a. Shall file a *Certification Regarding Lobbying* attached to this Agreement as **Exhibit “E”** (if applicable); and
 - b. Shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member

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of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352; and

- c. Shall disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures shall be forwarded to the Federal Awarding Agency (through its pass-through recipient if applicable).

G. Procurement of Recovered Materials.

1. The Agency understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) if it purchases:
 - a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
2. The Agency, when making purchases that meet the thresholds listed in subparts “1a” and “1b” of this Section, shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule; or
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. The Agency shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparts “1a” and “1b” of this Section.
4. The Agency shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Agency’s ability to be awarded federally-funded contracts by the County in the future.
5. The Agency shall procure solid waste management services in a manner that maximizes energy and resource recovery.

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6. The Agency shall establish an affirmative procurement program which contains the four elements detailed in 40 C.F.R. § 247.6 (Affirmative Procurement Programs).
7. The Agency acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

H. **Clean Air Act.** If this Agreement's value exceeds thirty-five thousand dollars (\$35,000), the Agency agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable) and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

I. **Federal Water Pollution Control Act.** If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Agency agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

J. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 C.F.R. § 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency.

K. **Contract Work Hours and Safety Standards Act.** If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Agency must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Specifically:

1. **Overtime requirements.** No Agency or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in sub-section 1 of this Section, the Agency and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Agency and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency (or its pass-through recipient, when applicable) shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Agency or its subcontractor under this Agreement, or any other Federal contract with the same Agency, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Agency, such sums as may be determined to be necessary to satisfy any liabilities of such Agency or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 2 of this Section.
4. **Subcontracts.** The Agency or its subcontractor shall insert in any subcontracts the clauses set forth in subsections 1 through 4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Agency shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 1 through 4 of this Section.

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L. Program Fraud and False or Fraudulent Statements or Related Acts. The Agency acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Agency's actions pertaining to this Agreement.

M. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).

1. This Agreement and employees working under this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
2. The Agency shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Agency shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

Section 16. General Terms.

A. Compliance with the HIPAA Privacy and Security Rules and the Florida Information Protection Act.

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
 - a. Is not protected health or personally identifiable information; or
 - b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 C.F.R. § 165.514.
2. Should the need for the transmission of protected health or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health or personally identifiable information shall ensure – before that transmission – that:
 - a. A Business Associate Agreement is executed; and
 - b. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

B. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

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- 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 Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
- d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
- e. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

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

C. Scrutinized Companies.

1. By executing this Agreement, the Agency certifies that pursuant to Section 287.135, Florida Statutes, it is eligible to contract with the County for goods and services because: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and (2) it is not

engaged in a boycott of Israel.

2. The County reserves the right to cancel this Agreement immediately should the Agency be found to: (A) have falsified this certification of eligibility to contract with the County for goods and services pursuant to Section 287.135, Florida Statutes; or (B) have become ineligible to contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to receiving Order(s) pursuant to this Agreement.
3. Should this Agreement be terminated pursuant to this provision's subparagraph 2(B) above, the Agency shall be paid only for the goods and services received and accepted by the County prior to such termination. No other damages, fees, or costs may be assessed against the County for its termination of Order(s) pursuant to this provision and the County reserves the right to pursue any and all applicable and available legal remedies against the Agency for a violation of Section 287.135, Florida Statutes.

D. Mandatory Reporting Requirements. The Agency must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Agency providing Services in connection with this Agreement who has any knowledge of a reportable incident shall report such incident as follows:

1. A reportable incident is defined in the DCF Operating Procedure ("CFOP") No. 180-4, a copy of which can be obtained from DCF or online at the following address: [https://www.myflfamilies.com/admin/publications/policies.asp?path=CFOP 180-xx](https://www.myflfamilies.com/admin/publications/policies.asp?path=CFOP%20180-xx) Inspector General.
2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to DCF and the County.
3. Other reportable incidents shall be reported to DCF's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to DCF's Office of the Inspector General at IG.Complaints@myflfamilies.com. The Agency may also mail the completed form to Office of the Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428.

E. Force Majeure.

1. The Agency shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Agency's control so long as the Agency's delay is not caused by the Agency's own fault or negligence.

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2. That notwithstanding, in order to claim delay pursuant to this Section, the Agency shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this Section is cause for termination of this Agreement.
3. If the Agency's performance is delayed pursuant to this section for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this Agreement thereafter and shall only be liable to the Contractor for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. Nothing in this Section shall prevent the County from terminating this Agreement for any purpose otherwise explicitly stated in this Agreement.

F. **Notices.** Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Youth and Family Services
Attn: Manager
1718 E. Michigan Street
Orlando, Florida 32806

To the Agency: Embrace Families Community Based Care, Inc.
4001 Pelee Street
Orlando, Florida 32817

G. **Employees of the Agency.**

1. All work under this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency, remove from this Agreement any employee the County deems incompetent, careless, or otherwise objectionable.

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2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Agency of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Agency shall be grounds for unilateral cancellation of this Agreement by the County. Moreover, the Agency shall:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the Agency during this Agreement's term; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during this Agreement's term.

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

- ii. Federal Criminal Records Check through FBI; and
 - iii. May include Local Criminal Records Check through Local Law Enforcement.
- e. The Agency shall provide the County with confirmation that the Level 2 background screen has been conducted and that the results are acceptable to both parties. The Agency will make copies of the completed background screens for individuals performing Services under this Agreement available to the County upon request.

H. Use of County and Agency Logos. Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

I. Compliance with Laws. It shall be the Agency's responsibility to be aware of federal, State, and local laws relevant to this Agreement. The Agency shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations and maintain active status thereof during the entire term of this Agreement and any extensions hereto. The Agency shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County.

J. Assignments and Successors. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

K. Waiver. No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

L. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy: (1) provided for in this Agreement; and (2) now or later existing at law or at equity. No single or partial exercise by any party of any right, power, or remedy provided to that party by this Agreement shall preclude any other or further exercise of any such rights, powers, or remedies.

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M. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

N. **Venue.** Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida, for any legal proceeding(s) that may arise either directly, or indirectly, from this Agreement. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the parties hereby agree that venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

O. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury in any legal proceeding(s) that may arise either directly, or indirectly, from this Agreement.

P. **Attorneys' Fees and Costs.** With the exception of the indemnification terms of this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement, as well as for any legal proceeding(s) that may arise either directly, or indirectly, from this Agreement.

Q. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

R. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

S. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties, their respective successors and permitted assigns, the Federal Government and DCF, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

T. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

U. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

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

W. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

X. **Conflicts.** The terms of the Federal Award and the OAG's Provider Agreement shall control over any conflicting terms in any referenced agreement or document.


Y. **Written Modification.** The cost of any changes, modifications, change orders, or and all constructive changes must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Work*. Accordingly, no modification of this Agreement shall be binding upon any party to this Agreement unless its rationale is clearly documented, it is reduced to writing, and it is signed by a duly authorized representative of each party to this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

ORANGE COUNTY, FLORIDA
By: Orange County Board of County Commissioners

By: 
Carrie Mathes
Manager, Procurement Division

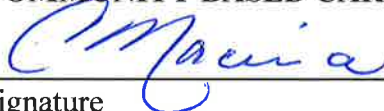
Date: June 29, 2020

ATTEST: ~~Phil Diamond, Jr. A,
County Controller
As Clerk of the Board of County Commissioners~~

By: ~~_____~~
~~Deputy Clerk~~

APPROVED
By Zulay Millan at 9:25 am, Jun 29, 2020

EMBRACE FAMILIES
COMMUNITY BASED CARE, INC.


Signature

CATHERINE MACINA
Printed Name

CFO
Official Title

6-17-2020
Date



YOUTH SERVICES DIVISION
CONTRACT NO. Y20-1085

ROLES AND RESPONSIBILITIES

I. Purpose and Intent.

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

II. Roles and Responsibilities.

- A. **The County's Roles and Responsibilities.** The County shall be responsible for:
 - 1. Delivering an array of residential group care and emergency shelter services to eligible children in Orange, Osceola, and Seminole County, pursuant to Section 409.988, Florida Statutes;
 - 2. Ensuring the safety and well-being of dependent children while providing twenty-four (24) hours a day room, board, care and supervision that addresses each child's individual physical, social, emotional and educational needs;
 - 3. Ensuring that service planning is based on the child's Comprehensive Behavioral Health Assessment, Biopsychosocial Assessment, and Individualized Treatment Plan, integrated and consistent with each child's case plan and permanency plan goals;
 - 4. Providing services at the following locations:
 - a. Great Oaks Village and Welcome Center, 1718 East Michigan Street, Orlando, Florida 32806; and
 - b. Youth Shelter, 1800 East Michigan Street, Orlando, Florida 32806;
 - 5. Providing direct care and supervision of the children twenty-four (24) hours per day, seven (7) days per week, including holidays;

6. Ensuring that the County is available to admit children for care seven (7) days per week on an “as-needed” basis;
7. Providing services to dependent and prevention children, as defined in the County-DCF Contract, who are referred to the County by DCF or the Agency, and who meet the County’s admission criteria; for an amount not to be less than 40
8. Providing gender and age specific activities as any prudent parent would to ensure normalcy;
9. Holding children’s items for 72 hours after a child is released.

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

1. Delivering a comprehensive array of foster care and related services as defined in Sections 409.986 and 409.988, Florida Statutes, to eligible children and families in Orange, Osceola, and Seminole County while ensuring each child’s safety, well-being, and permanency;
2. Working in partnership with the County on the implementation and ongoing management of this Agreement, which includes the County’s right of first refusal to children that are residents of Orange County and are being considered for placement with the County’s residential group care services;
3. Referring children in need of residential group care and emergency shelter services to the County with priority given to children from Orange, Osceola, and Seminole County;
4. Completing and submitting the bed hold request form within 24 hours of Orange County requesting the form. This documentation must be done on Orange County approved and contract required documentation;
5. Referrals being complete and accurate, including FSFN information before being sent to Orange County;
6. Ensuring that the County is given the right of first refusal to the placement of all Orange County children entering a residential group care program;
7. Provide the County a log showing efforts made on any Agency decision not to place an Orange County child with the County’s residential group care program;

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8. When the County notifies the Agency and appropriate caregiver support manager about a child who is no longer residing at the County's residential group care program, the County will charge the Agency the equivalent to one bed day rate if the child's items are not picked up by the caregiver support manager or a representative of the agency within 72 hours after notice;
9. If a child's behavior is a danger to himself or others at the County residential group care program, the Agency's Utilization Management Department will respond within six hours to a request for assistance in addressing the behavior;
10. If critical information is missing from an intake-screening or from an intake packet for a child that was previously in the custody of the Agency and said missing information would change the admission criteria, then the Agency agrees to remove the youth within 24 hours;

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

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

County's placement related questions may result in a delay of the County's written approval or denial of placement, as further described in the "Referral and Denial Process" provision of this *Roles and Responsibilities*.

III. Referral and Denial Process.

- A. The Agency shall submit a written request to the County to place children in need of residential group care and emergency shelter services with the County. The Agency shall refer all Orange County children to the County first prior to referring the children to any other residential group care entity.
- B. Provided that the Agency timely responds to all of the County's placement related questions, the County shall submit a written approval or denial of placement to the Agency within 4 hours of receiving the Agency's written request for placement. Should the Agency fail to provide a timely response to the County's placement related questions, the County's written approval or denial will not be provided to the Agency within 4 hours, will result in the County closing the screening, and will require the Agency to submit a new intake packet complete with the County's previously requested information.
- C. All written denials must cite the specific admission criteria, as defined in the County-DCF Contract, which is the basis for the denial. Denials based on a child not meeting the admission criteria will not count against the County as a denial.
- D. Upon receiving a written denial from the County, the Agency will secure alternative placement in accordance with the terms and conditions of all applicable Companion Agreements. If the County fails to provide the Agency a written approval or denial of placement within 4 hours of receiving a completed intake packet from the Agency, and provided that the Agency has sufficiently and timely responded to all of the County's placement related questions during the referral or screening process, then the Agency may formally or officially place the youth with an alternative residential group care entity.

IV. Financial Obligations.

A. The County's Financial Obligations.

- 1. Upon the Agency's submission of a timely and completed Invoice and Invoice for Services (as later defined) to the County, and the County's receipt of Unexpended Funds (as later defined) from DCF, the County will pay the Agency the Unexpended Funds.
- 2. **Availability of Funds.** The County's performance and obligation to pay the Agency for the Unexpended Funds under this Agreement is contingent upon an appropriation for its purpose by DCF, HHS, or other specified funding sources.

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3. The County is only responsible for payments to the Agency for which the County is provided funding by the HHS or DCF. If HHS or DCF determines that a specific cost or expense invoiced by the Agency to the County is not permitted for reimbursement under the terms and conditions of the Federal Award or the County-DCF Contract, then the County shall not be responsible for making payment to the Agency for said cost or expense.
4. Should HHS or DCF withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Agency without incurring any responsibility to make payment to the Agency.
5. At no point shall the County be expected to, or be responsible for, using general fund dollars to make payment to the Agency for any costs or expenses incurred by the Agency pursuant, or related, to this Agreement, or the terms of any other agreement or contract to which the County is subject related to this Federal Award.
6. **Local Government Prompt Payment Act.** The County shall make all payments to the Agency required by the Companion Agreements in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

B. The Agency's Financial Obligations.

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

related, to this Agreement, or for the provision of the County's residential group care program.

V. Unexpended Funds Process.

- A. Unexpended Funds shall mean the amount of the Subaward remaining at the end of a Period of Performance less any amount owed to the County by DCF pursuant to the County-DCF Contract.
- B. Any Unexpended Funds may be recouped by the Agency in accordance with, and to the extent permitted by, Section F-5.2, on Page 40, of the County-DCF Contract.
- C. Any unexpended funds must be requested through the submission of a properly completed invoice using the *Invoice for Services*, attached to this Agreement as **Exhibit "F"** and attached to the County-DCF Contract as Attachment 2. The Agency shall submit a completed *Invoice for Services* with its *Invoice Form* and supporting documentation to the County no later than the first week of the July following the Period of Performance for which the Agency provided Services and is seeking Unexpended Funds.
- D. Upon the County's receipt of a timely and completed *Invoice Form, Invoice for Services*, and supporting documentation from the Agency, the County will request Unexpended Funds from DCF by July 6th of the year in which the Unexpended Funds occurred. Upon the County's receipt of Unexpended Funds from DCF, the County will pay the Agency said Unexpended Funds.
- E. The County does not guarantee the availability of any Unexpended Funds under this Agreement.

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

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

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



SCOPE OF WORK

1. **Subcontracted Services:** The purpose of this Agreement is for the County to contract with the Agency for residential group care services only.

1.1. **Quality of Services:** The Agency must ensure that the residential group care services provided are holistic in scope and recognize the link between children, families, school and community. The youth must be provided with a wide range of appropriately challenging and supportive opportunities which encourage them to learn and grow as individuals. Programs must engage and actively involve the youth and their families, whenever possible, in all aspects of the services they receive. Such services should include, but are not limited to, the following, which may be referred to generally as “Services” throughout this Agreement:

- A. Emergency Shelter Services for up to 30 days;
- B. Educational Programs and Services: Tutoring and Remediation;
- C. Recreational Programs, Religious Opportunities, Community Involvement, Mentors, Age Appropriate Normalcy Activities;
- D. Daily and Independent Life Skill Training, Health Education;
- E. Medical, Dental, and Vision attention as needed;
- F. Case Management Services, Comprehensive Needs Assessment and Service Planning;
- G. Working agreement with Medicaid Provider Therapists to provide counseling on-site for eligible youth; or
- H. Coordination of mental health overlay (psychiatric, psychological, behavioral) with CMO Family Case Managers as needed.

1.2. **Service Goals:**

- A. The provision of nurturing care and supervision while ensuring that each child’s safety and well-being is protected;
- B. The provision of clinical, educational, and support services that are individualized, integrated, and consistent with each child’s case plan and permanency plan goals; and

- C. The provision of education, teaching of skills, and provision of support to prepare children for a permanent placement or independent living.
2. **Payment.** Payment under this Agreement shall be provided on a “per unit” basis. Subject to the availability of Unexpended Funds, the County will pay the Agency for delivery of service units provided by its subcontractors for residential group care services for a total amount not to exceed the amount of Unexpended Funds available.

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

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

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

2.3. **Invoice Requirements.**

- A. The Agency shall submit an invoice for each month during the Periods of Performance that the Agency provided Services and for which the Agency seeks reimbursement under this Agreement.
- B. The Agency shall fully complete the *Invoice Form* attached to this Agreement as **Exhibit “C”** to invoice the County under this Agreement. Information to be provided either on the invoice or through supporting documentation on each youth shall include:
 - 1. The name of the youth; and
 - 2. The date that the screening of the youth was sent, which must have been during a Period of Performance; and
 - 3. The date that the screening of the youth was denied; and
 - 4. The reason the youth was denied; and
 - 5. The name of the program or location where the youth was subsequently placed as a result of the denial; and
 - 6. The date the youth was removed from said placed program or location; and

7. The reason for the youth's removal from said placed program or location; and
 8. The rate amount that was paid for the youth's placement at said placed program or location (the unit price paid per bed day for the youth); and
 9. Whether the youth was ever subsequently referred back to the County during the same Period of Performance in which the youth was initially referred.
- C. Payment will be authorized only for service units on the *Invoice Form*, which are in accordance with the above list, and other terms and conditions of this Agreement.
- D. The County shall, pursuant to the terms of this Agreement, pay for units up to the amount of available funding, which shall at no time exceed the amount of Unexpended Funds available.
- E. Invoices shall be sent, in duplicate, to:

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



MONTHLY INVOICE

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

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

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

Signature

Date

Printed Name

Official Title

SUPPORTING INVOICE INFORMATION

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

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

Signature

Date

Printed Name

Official Title



**YOUTH SERVICES DIVISION
CONTRACT NO. Y20-1085**

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



**YOUTH SERVICES DIVISION
CONTRACT NO. Y20-1085**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

*Applicant's Organization: _____

*Printed Name and Title of Authorized Representative

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

*Last Name: _____ Suffix: _____

*Title: _____

*Signature: _____ Date: _____



**YOUTH SERVICES DIVISION
CONTRACT NO. Y20-1085**

Exhibit F

INVOICE FOR SERVICES

**ATTACHMENT 2
REQUEST FOR PAYMENT
State Fiscal Year 2019-2020**

PROVIDER NAME: _____
ADDRESS: _____

INVOICE NUMBER: _____
CONTRACT NUMBER: _____
TELEPHONE NUMBER: _____

_____ WC (\$180) _____ YS (\$160) _____ GOV (\$180) _____ EFC (\$112) _____ Challenging Behaviors (\$320)						
#	Placement Agency:	Name of Child (Last, First)	Child DOB	Number of Bed	Amount	Period Covered
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

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

Original Authorizing Signature Title Date

FOR DEPARTMENT USE ONLY		FOR DEPARTMENT USE ONLY	
DATE SERVICES PROVIDED: _____		CCA: _____	AMOUNT: _____
DATE DELIVERABLE RECEIVED: _____		CCA: _____	AMOUNT: _____
DATE DELIVERABLE REVIEWED & APPROVED BY CONTRACT MANAGER: _____		CCA: _____	AMOUNT: _____
DATE INVOICE RECEIVED: _____		ORG Code: EC0300209	ED: _____ BE: _____
DATE PAYMENT APPROVED: _____		TOTAL AUTHORIZED: _____	
DATE PAYMENT APPROVED: _____			
AUTHORIZING SIGNATURE: _____			
TITLE: Contract Manager	TRIP: CCA: _____		