
CONTRACT Y20-2039
between
ORANGE COUNTY, FLORIDA
and
THE CHILDREN'S HOME SOCIETY OF FLORIDA, INC.
related to
PROVISION OF COMMUNITY SERVICES AND FACILITY USE

THIS CONTRACT ("Contract") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 on behalf of its Citizens' Commission for Children Division ("COUNTY"), and **THE CHILDREN'S HOME SOCIETY OF FLORIDA, INC.**, a nonprofit corporation under the laws of the State of Florida, located at 482 South Keller Road, Orlando, FL 32810. The COUNTY and the AGENCY may be referred to individually as "party" or collectively as "parties."

ARTICLE I
Services to be Performed and Required Documentation

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

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

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

- Attachment A:** Scope of Work
- Attachment B:** Authorized Agent Form
- Attachment C:** Noncompliance Standards
- Exhibit A:** Leased Employee Affidavit Form
- Exhibit B:** Allowable Expense Process for the Start-up of New Programs

ARTICLE II
Billing Requirements and Payment Methods

1. **Payments:**

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$80,000. Payment shall only be for units of the Services that are delivered and accepted. At no point shall the COUNTY be responsible to the AGENCY for payment for Services provided that are outside those described in **Attachment "A"**.
- b. All the terms of payment under this Contract shall be in accordance with Florida's Local Government Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.
- c. Payment shall be made by:
 - Quarterly payments without invoicing.
 - Reimbursement by invoice for units of the Services provided.
 - Up-front payment without invoicing.
 - Up-front payment with invoicing.
- d. If the payment shall be made by quarterly payments without invoicing, the COUNTY shall:
 - i. Pay the AGENCY in four (4) payments, payable quarterly during the term of this Contract and the AGENCY shall provide the supporting documentation for the payment of such services, per the terms outlined in that Scope of Work in **Attachment "A"**.
 - ii. Reserve the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of units of service or noncompliance of the terms and conditions provided for in this Contract. Any adjustment of payments, which reflect undelivered units of service, may be made quarterly.

- e. If payment shall be made by reimbursement by invoice for units of the Services provided (i.e.: hourly, per session, etc.), the AGENCY shall:
 - i. Provide monthly invoices to the COUNTY with the total units of Services provided as well as supporting documentation. Failure to include the required supporting documentation may result in delay or denial of payment for invoices.
 - ii. Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full, from the previous fiscal year, prior to receipt of any payments under this Contract. The first payment will be made after this Contract has been duly executed and a Delivery Order has been processed.

- f. If the payment shall be made upfront without invoicing, the COUNTY shall:
 - i. Pay the AGENCY upon the execution of this Contract and a duly executed Delivery Order have been processed per the terms outlined in that Scope of Work in **Attachment "A"**.
 - ii. Reserve the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of units of service or noncompliance of the terms and conditions provided for in this Contract.

- g. If the payment shall be made upfront with invoicing, the AGENCY shall:
 - i. Provide an invoice to the COUNTY with supporting documentation, if applicable, for the services to be provided. Failure to include supporting documentation may result in delay or denial of payment for invoices.
 - ii. Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full, from the previous fiscal year, prior to receipt of any payments under this Contract. Payment will be made after this Contract has been duly executed and a Delivery Order has been processed.

- h. Throughout the term of this Contract, the AGENCY shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of Services and payment by the COUNTY. The COUNTY reserves the right to suspend any and all payments or reimbursements to the AGENCY should the AGENCY receive a notice of non-compliance regarding financial or programmatic issues from the COUNTY and the AGENCY fails to comply with such notice within the required timeframe.

- i. The COUNTY reserves the right to monitor and audit, or have its designee monitor and audit, the AGENCY to confirm delivery of units of service or outcomes. The COUNTY further reserves the right to suspend payment immediately following any monitoring or audit of the AGENCY if documentation that substantiates outcomes and unit of services to be performed under the terms of this Contract are not

provided in a manner that is deemed adequate at the COUNTY'S sole discretion. The COUNTY shall forward to the AGENCY a Notice of Noncompliance, as referenced in **Attachment "C"** incorporated herein as a material part of this Contract should any deficiencies be noted in the COUNTY'S monitoring or audit. A formal report of the findings shall be forwarded by the COUNTY to the AGENCY detailing the complete findings.

- j. The AGENCY understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Contract which may, as a result of monitoring or an audit, be deemed disbursed in error. After receipt of written notification from the COUNTY, the AGENCY shall remit such funds that the COUNTY deemed disbursed in error to the COUNTY within seven (7) days of such receipt of the COUNTY'S written notification of overpayment. All payments shall be made payable to the Orange County Board of County Commissioners.
- k. The COUNTY may withhold final payment pending the receipt of all required documents.

ARTICLE III
Term of Contract, Renewals, and Termination

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

This Contract may be renewed for:

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

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

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

**ARTICLE IV
NOTICES**

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

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

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

As to the AGENCY: The Children's Home Society of Florida
482 South Keller Road 3rd Floor
Orlando, FL 32810

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

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

1. **Use of Space:** The COUNTY will provide the space located at: **[insert Orange County Government Location]** (the "Designated Space") which shall be utilized by the AGENCY solely for the lawful purpose of providing the services. If no space is designated, this Article V does not apply.
2. **Utilities:** Under the terms of this Contract, the COUNTY is obligated to pay utility charges for the Designated Space. Such charges will include electrical, water, sewer, fire/life safety protection service, gross receipt taxes or any other cost that the local utility company may add to its monthly utility bill during the duration of this Contract.
3. **Care of Designated Space:** The AGENCY shall maintain the Designated Space in good condition and shall provide, and be responsible for the payment of, all costs of the janitorial services.

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

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

**ARTICLE VI
ASSIGNMENT AND SUBCONTRACTS**

1. The parties deem the Services to be rendered by the AGENCY to be personal in nature. The AGENCY shall not assign any rights or duties under this Contract to any other party without the prior written permission of the COUNTY.
2. The AGENCY shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the COUNTY, which shall be attached to the original Contract and subject to such conditions and provisions as the COUNTY may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the AGENCY of such articles, supplies, equipment and services which are necessary and incidental to the performance of the work required under this Contract; and provided further, however, that no provision of this clause and no such approval by the

COUNTY of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price contained herein.

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

ARTICLE VII BACKGROUND SCREENING OF EMPLOYEES AND VOLUNTEERS

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

ARTICLE VIII INDEMNITY, SAFETY, AND INSURANCE

1. **Indemnity:** To the fullest extent permitted by law, the AGENCY shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses

(including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the COUNTY of sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

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

a. The AGENCY shall take all reasonable precautions for the safety and protection of:

- i. All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
- ii. All property, materials, and equipment on the premises under the care, custody or control of the AGENCY; and
- iii. Other property at or surrounding the premises.

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

c. The AGENCY shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

- i. Occupational Safety & Health Act (OSHA)
- ii. National Institute for Safety and Health (NIOSH)
- iii. National Fire Protection Association (NFPA)

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

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

d. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

3. **Insurance:**

- a. The AGENCY agrees to maintain, on a primary basis, at all times throughout the duration of this Contract, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by the AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
- b. The AGENCY shall require and ensure that each of its subcontractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- c. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:

Workers' Compensation – The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, as set forth in the Florida Statutes, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY if services are being provided at COUNTY facilities. Elective exemptions, as defined in Florida Statute 440, will be considered on a case-by-case basis. Any AGENCY using an employee leasing arrangement shall complete and submit the Leased Employee Affidavit attached herein as **Exhibit "A"**.

Commercial General Liability – The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors and vulnerable adults. The General Aggregate shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

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

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

- d. For policies written on a “Claims-Made” basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.
- e. When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of AGENCY’S most recent annual report or audited financial statement.
- f. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent and a CG 24 04 Waiver of Transfer of Right of Recovery or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Florida.
- g. Insurance carriers providing coverage required herein, must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better.
- h. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- i. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
- j. The COUNTY uses a third-party certificate management provider to manage its insurance certificates and related documentation. Upon insurance expiration, third-party certificate management staff will notify the AGENCY to request updated insurance certificate(s) and endorsement(s).
- k. The AGENCY shall provide to the COUNTY current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. Blanket additional insured or waiver of subrogation policy language may be submitted for consideration as long as the entire policy form or endorsement is submitted for review.
- l. For continuing service contracts, renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificate(s) shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Acceptable evidence may include either a certificate of insurance or an insurance binder. Additional insured and waiver of subrogation endorsements shall be provided to the COUNTY as soon as possible after issuance by the AGENCY’S insurance carrier.

- m. The certificate holder shall read:

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

**ARTICLE IX
RECORDKEEPING, MONITORING AND AUDITS**

1. Recordkeeping:

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

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

2. Monitoring and Evaluation:

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

3. Audits and Audit Remedies.

- a. The COUNTY, the Orange County Comptroller ("Comptroller"), or the authorized designee of either the COUNTY or the Comptroller, shall have the right to audit the AGENCY'S use of funds disbursed under this Contract, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The

AGENCY shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller or its designee to perform such audit.

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

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

- a. Keep and maintain public records required by the COUNTY to perform the service.
- b. Upon request from the COUNTY, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the COUNTY.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract's term and following completion of the Contract if the AGENCY does not transfer the records to the COUNTY.
- d. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of the AGENCY or keep and maintain public records required by Contract to perform the service.
- e. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of this Contract, the AGENCY shall meet all applicable requirements for retaining public records.
- f. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT:

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

**ARTICLE X
CONFIDENTIALITY**

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

**ARTICLE XI
REPORTING**

1. **Reports:** Reports under this Agreement shall be submitted:
 - On a **monthly** basis.
 - On a **quarterly** basis.
- a. **Monthly Reporting:** If reporting is on a monthly basis, the AGENCY shall submit to COUNTY complete, accurate, and programmatic Monthly Reports on or before the 20th of the month following the previous month for reimbursement payment. The Monthly Reports shall include, but not be limited to, the following: back-up documentation noting validation of units of service provided, clients served, and an original invoice on the AGENCY’S letterhead requesting reimbursement for services provided. The invoice shall include, at a minimum, the following information: bill to the Orange County Citizens’ Commission for Children, program name, contract

number, delivery order number, invoice number, reporting period, month of service, number of clients served, and number of units provided. The invoice shall also specify who the checks should be made payable to and the signature of the AGENCY'S authorized agent, with the signature date. Reports for the month of September are due on or before October 10th for reimbursement payment.

- b. **Quarterly Reporting:** If reporting is on a quarterly basis, the AGENCY shall submit to the Orange County Citizens' Commission for Children a complete, accurate, and programmatic Quarterly Report, in a format as provided by the COUNTY, on or before the 10th of the month following the close of the quarter, as well as supporting documentation. The Quarterly Reports shall, if applicable to the Scope of Work in **Attachment "A"**, list "Units of Service" provided (i.e.: hourly, per session, etc.) and/or any other pertinent outcome measurements outlined in **Attachment "A"**.
- c. The supporting documentation for both monthly and quarterly reports shall include client initials/case numbers for proper documentation of clients that have received services. The Units of Service reported shall have a direct relationship with the outcomes that are being tracked and reported to the COUNTY, or, if not related, the Units of Service will not be accepted for payment.
- d. If the AGENCY has a quarterly goal in the Scope of Work in **Attachment "A"**, and that quarterly goal has not been reached at the end of the quarter for which the AGENCY is reporting, the AGENCY shall submit a corrective action plan at the time they submit the quarterly report. A narrative explanation for any variance of ten percent (10%) or greater of quarterly goals shall be submitted in addition to the quarterly report.
- e. If the Scope of Work in **Attachment "A"** requires that the AGENCY will biannually report on outcomes that shall be approved by the County, and those outcomes are not obtained, the AGENCY shall submit a corrective action plan.

2. **Submittal of Reports:**

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

**ARTICLE XII
FUNDING, FEES AND REVENUE**

1. Funding:

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$80,000.
- b. Funding for this Contract shall be at the sole discretion of the Orange County Board of County Commissioners. Execution of this Contract does not guarantee funding in subsequent years for such services.

2. Fees and Revenue:

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

**ARTICLE XIII
EQUAL OPPORTUNITY AND NONDISCRIMINATION**

- 1. The COUNTY’S policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the COUNTY’S relevant Administrative Regulations. It is also the county policy that person(s) doing business with the county shall recognize and comply with this policy and that the COUNTY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:
 - a. The AGENCY shall adopt and maintain, or provide evidence to the COUNTY that the AGENCY has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Contract.

- b. The AGENCY agrees that, on written request, the AGENCY shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this contract; provided, that the contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.
- c. The AGENCY agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs “a” and “b” of this Section shall be incorporated into and become a part of the subcontract.

**ARTICLE XIV
OTHER CONDITIONS**

- 1. **Authority of Signatory:** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Contract as stated.
- 2. **Severability:** The provisions of this Contract are declared by both parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties renegotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.
- 3. **Applicable Law and Venue:** This Contract and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. All claims, controversies, or disputes arising out of this Contract shall be settled as required by this contract or by law in the Circuit Court for the Ninth Judicial Circuit, Orange County, Florida.
- 4. **Jury Waiver:** The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any right they might have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.
- 5. **Attorneys’ Fees and Costs:** Unless otherwise explicitly stated in this Contract, the parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Contract and any litigation that arises either directly, or indirectly, from this Contract.

6. **Liability:** The COUNTY shall not be liable to the AGENCY for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, any breach of this Contract, regardless of any notice of the possibility of such damages.
7. **Remedies:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
8. **Amendments or Modifications:** Any changes, amendments or modifications to this Contract shall be made in writing, approved by all parties, and attached to the original Contract. Except as provided herein, any alterations, variations, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by the legally authorized representatives of both parties, and attached to the original of this Contract.
9. **Independent Contractor:** The parties agree that the relationship between the COUNTY and the AGENCY that is established by this Contract is that of independent contractors. Nothing in this Contract shall be construed to create any agency or employment relationship between the COUNTY or any of its employees and the Contractor or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
10. **Debarment and Suspension:** The COUNTY reserves the right to debar, suspend, or debar and suspend the AGENCY in accordance with Section 17-314 (“Suspension and Debarment”) of the Orange County Code should the AGENCY fail to meet the standards as outlined in that Section of the COUNTY’S Code.
11. **Licenses and Permits:** The AGENCY shall obtain and maintain throughout the term of this Contract all licenses and permits required for its operations under federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
12. **Program Location:** All program(s) and service(s) shall be located in appropriate settings that are convenient, safe, clean and well maintained.
13. **Staff-to-Youth Ratio Requirement:** For all group activities the AGENCY shall abide by the staff-to-youth ratio range that is between the ratio established by its written policy and procedures and the ratio stated in Section 402.305 (4), Florida Statutes. If the staff-to-youth ratio does not meet the minimum standard of care as stated in Section 402.305 (4), Florida Statutes, the AGENCY shall increase staff-to-youth ratios to meet these minimum standards. Section 402.305 (4), Florida Statutes, states the minimum staff-to-youth ratio for on-site group activities for children five (5) years of age or older there must be one (1) childcare personnel staff to every twenty-five (25) children; for field trips and other off-site activities Chapter 65C-22.001, Florida Administrative Code, requires one (1) extra adult, in addition to the on-site requirement. This standard shall be required for all programming paid for with funds under this Contract. The AGENCY will ensure that the staffing pattern is adequate and is adjusted to meet programmatic needs. The AGENCY shall adjust its

staffing ratio to meet any ratio update required by Florida Statutes that occurs during the Contract year.

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

15. **Agency or Program Modification:** The AGENCY agrees to report in writing any changes related to this program in administrative staffing and/or changes on the Board of Directors, AGENCY composition (including, but not limited to, AGENCY name change, resignation, and/or termination of AGENCY'S Executive Director, President/CEO, and/or merger acquisition). The AGENCY shall provide written notification of any such changes to the COUNTY'S Manager of the CCC or designee within five (5) normal COUNTY working days of AGENCY becoming aware of such change. The AGENCY shall inform the COUNTY ninety (90) days prior to any organizational merger or entity acquisition and the COUNTY reserves the sole exclusive right to terminate this Contract.

16. **Requested Information:** The AGENCY must submit requested documents to the COUNTY within five (5) normal COUNTY working days. If the AGENCY requires that their board approve the release of documents to the COUNTY, it must be obtained within five (5) normal COUNTY working days. Failure to provide requested documents within five (5) normal COUNTY working days may result in stop payment of funds or termination of this Contract.

17. **Incident Reporting and Client Risk Prevention:** An incident report shall be created and maintained at the AGENCY for the following: in the event the AGENCY'S staff or subcontractor becomes aware of an occurrence of any incident of injury to a client receiving program services through the COUNTY, requiring medical treatment by a licensed physician; any lawsuit entered into or against the AGENCY, all allegations of any kind of abuse, neglect, or exploitation of the AGENCY'S clients with the exception of those AGENCIES whose primary function is working with those that have been abused, neglected or exploited unless the allegation is against an AGENCY staff member; media coverage relating to the media expressing an interest in a case or issue concerning a client of the AGENCY or an employee on the AGENCY premises, a fire, hostage situation, bomb threat, epidemic or any circumstance which may impact the service provision. All occurrences shall be verbally communicated directly to COUNTY staff no later than 10:00 a.m. the following business day via telephone to the COUNTY. All incident reports shall be made available to the COUNTY upon request and maintained at the AGENCY. These reporting requirements shall in no way supersede the requirements for notification of

allegations of abuse/neglect/exploitations to the State of Florida Abuse Hotline, as mandated in Chapter(s) 39 and 415, Florida Statutes.

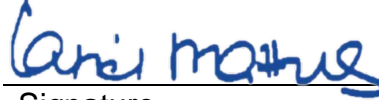
18. **Orange County Logo:** The AGENCY shall include the statement: “This program is funded in full or part by Orange County, Florida”, or similar language approved by the COUNTY on all materials including, but not limited to, videos, newsletters, brochures, letterheads, annual reports, news articles, press releases, and signage used by facilities where the COUNTY funded services are provided.
19. **No Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
20. **Unauthorized Purpose:** The AGENCY shall not use the COUNTY’S funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.
21. **Software Installation:** The AGENCY shall request approval in writing from the COUNTY prior to installation of any software on COUNTY computer equipment. All software installations must be supervised by COUNTY technical support staff and proof of licensing is required. Upon completion, the AGENCY is responsible for reconfiguring the computers back to the original state.
22. **Leased Property:** The AGENCY shall not modify, or change from its original structural condition or configuration, any property leased with the assistance of COUNTY funds including, but not limited to, buildings, trailers, real estate or equipment, without prior written approval by the COUNTY’S Manager of the CCC.
23. **Participant’s List:** The AGENCY agrees to maintain an accurate list of all participants involved in the program. In addition, registration forms with a signed parent/guardian authorization, if applicable, must be kept on file and shall be made available to the CCC upon request within five (5) normal COUNTY working days.
24. **Field Trips:** Orange COUNTY funds may not be used to support any overnight and/or out of Central Florida travel, unless approved by the COUNTY’S Manager of the CCC or designee in advance. The AGENCY must have on file for field trip(s) that each participant, adult or minor, must have a signed release of liability form releasing the COUNTY from any liability. If the participant is a minor, the release must be signed by a parent/guardian. Central Florida is defined as Orange, Osceola, Seminole, Brevard, Lake, Polk, and Volusia Counties.
25. **Priority Clients:** AGENCIES are encouraged to offer priority consideration for service to clients referred to the AGENCY by the Orange County Citizens’ Commission for Children or funded programs.
26. **Service Location and Equipment:** The AGENCY must request in writing and said request must be approved in writing by the COUNTY’S Manager of the CCC or designee, prior to any change in the dates, times, and locations of services provided in this Contract.

27. **Noncompliance Standards:** The AGENCY shall be responsible for adhering to all terms and conditions of this Contract. Noncompliance may result in penalties as stipulated in **Attachment "C"**.
28. **Entire Agreement:** This Contract, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.
29. **TRUTH IN NEGOTIATION CERTIFICATE:** Signature of this Contract by the AGENCY shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of this Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

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

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

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



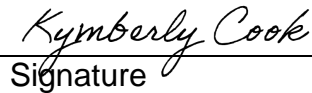
Signature

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

9/25/2020

Date

**The Children's Home Society of Florida,
Inc.**



Signature

Kimberly Cook, Chief Operations Officer

Name and Title

Name and Title

09/17/2020

Date

Date

**Attachment A
The Children’s Home Society of Florida**

The Agency will document the delivery of services for the **Group Parenting and Advocacy – East 3B**. The program will provide intensive, evidence-based parenting classes to increase the parents' knowledge of language and literacy development, social-emotional development, health development, and school preparation. The Agency shall provide the location of services and hours to the CCC for approval, prior to the commencement of program services. The Agency will document that outputs/units of service have been provided. Agency's Performance Measurements, approved by the Citizens' Commission for Children (CCC) will be documented and reported upon bi-annually.

Priority preference will be given to Orange County citizens residing in the identified Targeted Community Initiative Sector(s) at locations throughout Orange County as approved by the CCC. The Agency shall provide the location of services and hours to the CCC for approval, prior to the commencement of program services.

Group Parenting and Advocacy – East 3B

Program Outputs

The outputs of the **Group Parenting and Advocacy – East 3B** shall be accomplished by the following unit of service description:

Service hours for all session types to include, but not be limited to, weekly 2 hour group parenting session (one English and one Spanish) for 10 weeks that encompasses parenting curriculum of Abriendo Puertas/ Opening Doors (or Families First) which will include their parent starter kit, books and meals, other activities outlined herein, outreach, recruitment of program participants and activities in the Exhibit B - Program Start and Outreach Billable Allowances.

Program Unit of Service to be Provided

The program will provide the number of estimated services as outlined below:

| Quantity of Units (estimated) | Session Type | Unit Rate |
|--------------------------------------|----------------------------------|-----------------------------|
| 672 | Individual (one-on-one) | \$59.52 per person per hour |
| 1034.5 | Groups of 2 or more participants | \$38.65 per person per hour |

Total funding not to exceed **\$80,000**

For the period of upon contract execution – December 31, 2020 the agency will receive a differential payment for each month not to exceed \$6,666.66, representing 1/12th of the contract amount less total billed for units delivered. Differential payments will assist the program with operational expenses incurred, to include, but not be limited to, employment

expenses, building lease/expenses, program supplies, communications, etc. during the stated period resulting from the impact of the COVID-19 pandemic. (Example: \$500 (monthly rate) - \$100 (total billed for units delivered) = \$400 differential payment)

Units of Service Reporting Requirements

The Agency is required to submit, on a monthly and quarterly basis, detailed supporting documentation to include, but not be limited to, services/hours/activities/capacity building provided that are applicable to the contracted units of service. Information must be provided in an approved Orange County format.

ATTACHMENT B
AUTHORIZED AGENT

| | |
|---------------------------------|--|
| AGENCY: | The Children's Home Society of Florida |
| AGENCY ADDRESS: | 482 South Keller Road 3rd Floor Orlando, FL 32810 |
| AGENCY TELEPHONE NUMBER: | 407-896-2323 |
| AGENCY FAX NUMBER: | 407-896-7760 |
| AUTHORIZED AGENT: | Ms. Sherri Gonzalez |
| TITLE: | Regional Executive Director |
| E-MAIL ADDRESS: | sherri.gonzales@chsfl.org |

ATTACHMENT C

NONCOMPLIANCE STANDARDS

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

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

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

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

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

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

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

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

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

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

1. Repeated or multiple instances of noncompliance at Level One (1) or Level Two (2).
2. Continued failure to comply with written notice or required action from the COUNTY'S CCC.
3. Falsified or non-existent source documents or other records.
4. Continued fiscal or program inefficiency, negligence or incompetence.
5. Failure to provide programs or services.
6. Achievement of outcomes cannot reasonably be expected within this Contract period.
7. Fraud or other breach of this Contract.
8. Failure to comply with a requirement of this Contract.

ATTACHMENT C**(CONT'D)****NONCOMPLIANCE STANDARDS****Penalties for Level Three (3) Noncompliance include, but are not limited to:**

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

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

D. Appeal Process

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

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

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT #Y20-2039

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: N/A

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: _____

EXHIBIT B

Allowable Expense Process for the Start-up of New Programs

This process provides agencies support in launching new program(s) through outlining allowable outreach and training expenses. In addition, it affords agencies the opportunity to establish necessary foundational elements required to operate a successful program. The use of this Process is strictly prohibited without written authorization from the Citizens' Commission for Children (CCC) and applies to the agency implementation of a new program(s). **Note: Only the Citizens' Commission for Children (CCC) may initiate and authorize use of this process.**

This document outlines the allowable activities and timeframe other than direct services that an agency may invoice for the start-up of a new program and thereafter. All CCC funded programs are expected to begin providing direct services to clients upon contract execution or the agreed-upon start-up period as outlined in the Agency's Start-up plan, hereafter referred to as "program start". Throughout this document, direct service hours provided to and on the behalf of the clients are referred to as "billable hours".

Allowable Expenses

The CCC will allow agencies to claim expenses which are mentioned in this section for hours, that a staff associated with the newly funded program participates in as follows:

Outreach and Recruitment of Program Participants –

- A. Time spent attending community meetings, presentations, developing marketing materials, and events designed to specifically recruit program participants or increase awareness about the newly funded program or service offered.
- B. Time spent to build and/or maintain an adequate client base.
- C. Time spent to identify community resources for assistance in order to build a network of referring agencies to support program participants and/or their family.

Unallowable Expenses

The unallowable expenses which are mentioned in this section for emphasis are not intended to be all-inclusive.

- A. Any travel cost associated with the Allowable Expenses.
- B. Cost associated with recruiting and/or onboarding staff or volunteers in accordance to the agency's human resource policy and procedures.
- C. Time spent securing a location for programing or any other organization "operational" needs.
- D. Time spent securing a Memorandum(s) of Understanding or Signed Collaborative Partnership Agreement(s) for programing or any other organization "operational" needs.

Allowable Timeframe

Using this process, agencies may invoice for the Allowable Expenses within the first 12 months of the launch of the program start and thereafter. The total expenses claimed using this process may not exceed 5% of the program's contracted dollar amount as follows:

1. Month 1: An agency may invoice for up to 100% in Allowable Expenses for each program.

2. Month 2: An agency may invoice for up to 30% of the total billable hours in Allowable Expenses.
3. Month 3 and thereafter: An agency may invoice for up to 10% of the total billable hours in Allowable Expenses.

Note for subsequent years: After the first year of the contract, an agency may only invoice for up to 10% of the total billable hours in Allowable Expenses a month, not to exceed 5% of the program’s contracted dollar amount for the contract year.

Allowable Expense Limit

Once an agency reaches, the 5% maximum and/or end of the contract term an agency is no longer eligible to use this process.

- To claim the 5% Maximum in Month 1 of program start, they are no longer eligible to use this process after Month 1.
- If an agency chose not to use this process in Month 1 and 2 they are ineligible for usage in month 3 and thereafter.
- The agency cannot claim allowable expenses in month 2 or beyond without providing billable hours for the same period.

Please see example below:

Table A

| | |
|--|---------------|
| Contract Dollar Amount for the New Program | \$100,000.00 |
| 5% Maximum dollar contracted amount covered by this process (\$100,000 x 5%). Note: The total amount of allowable expenses covered by this process may not exceed this amount for each contract year. | \$5,000.00 |
| Contracted Unit Rate | \$10 per hour |

Table B

| Allowable Timeframe Description | Example |
|---|---|
| Month 1 - Agency can claim up to 100% of the contracted amount covered by this process. Not to exceed the overall 5 % Maximum dollar contracted amount covered but up to this amount. | <p>Month 1 - Using the example in Table A, the Agency can claim up to \$5,000.</p> <ol style="list-style-type: none"> 1) If the agency claims the entire \$5,000 amount in month 1 the agency is no longer eligible to use this process for the remainder of the contract year. 2) If the agency claims 50 hours of the referenced allowable expenses, \$10 (contracted unit rate) x 50 hours = \$500. The agency will have \$4,500 available for |

| | |
|---|--|
| | the remainder of the contract year. Note: this is the only month an agency may claim 100% of the contracted amount covered by this process. |
| Month 2 - Agency can claim up to 30% of the total billable hours for the month. Not to exceed the overall 5 % Maximum dollar contracted amount covered but up to this amount. | Month 2 - If the agency provides 100 program hours for the month. $100 \text{ program hours} \times 30\% = 30 \text{ hours}$, therefore the agency can claim up to 30 hours under this process for Month 2, not to exceed the overall maximum dollar contracted amount covered by this process. <i>Note: The agency cannot claim allowable expenses in month 2 or beyond without providing billable hours for the same period.</i> |
| Month 3 and thereafter - Agency can claim up to 10% of the contracted amount covered by this process ($\$5,000 \times 10\%$). Not to exceed the overall 5 % Maximum dollar contracted amount covered but up to this amount. | Month 3 and thereafter - If the agency provides 250 program hours for the month. $250 \text{ billable hours} \times 10\% = 25 \text{ hours}$, therefore the agency can claim up to 25 hours under this process, not to exceed the overall maximum dollar contracted amount covered by this process. <i>Note: The agency cannot claim allowable expenses in month 2 or beyond without providing billable hours for the same period.</i> |

Agency Record-Keeping Responsibility

All activities must be reported appropriately with description must be maintained and available for monitoring or be provided upon request by CCC staff. Supporting documentation for each activity should include but not limited to:

| Type of Activity (Based on Allowable Expenses) | Supporting Documentation |
|--|---|
| <p>A. Time spent attending community meetings, presentations, developing marketing materials, and events designed to specifically recruit program participants or increase awareness about the newly funded program or service offered.</p> <p>B. Time spent to build and/or maintain an adequate client base.</p> | <ul style="list-style-type: none"> ▪ All activities must maintain a log that includes: <ul style="list-style-type: none"> ○ The individual(s) that completed the activity. ○ Description of the activity and its outcome. ○ The amount of time individual(s) spent on the activity. ○ The location where the activity occurred. ▪ Each activity must maintain one of the supporting documentations (1-3) listed below: |

| | |
|--|---|
| <p>C. Time spent to identify community resources for assistance in order to build a network of referring agencies to support program participants and/or their family.</p> | <ol style="list-style-type: none"> 1. Time spent researching must be supported by links to websites visited and/or printed documentation of actual research under consideration. In addition it must include, a summary of how the research (links/printed documentation) applies to the services being provided. 2. Time spent at a meeting or at an event must have at least two or more of the following to serve as evidence of being in attendance: <ol style="list-style-type: none"> a. Sign-in sheet b. Event Flyer c. Agenda d. Event or Meeting Confirmation (i.e., e-mail, calendar invite, event registration) 3. Time spent developing marketing materials must have a final copy of the marketing material that was created. <p>Other forms of supporting documentation must be pre-approved in writing by the CCC.</p> |
|--|---|

If documents are not able to be validated during CCC monitoring this may result in a recapture of funds from the Agency to Orange County Government.

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

BUSINESS ASSOCIATE ADDENDUM TO CONTRACT NO. Y20-2039

between

ORANGE COUNTY, FLORIDA

and

THE CHILDREN'S HOME SOCIETY OF FLORIDA, INC.

related to

PROVISION OF ADEQUATE ASSURANCES OF COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") PRIVACY, BREACH, AND SECURITY RULES, THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC HEALTH ACT ("HITECH") BREACH NOTIFICATION RULES, AND THE FLORIDA INFORMATION PROTECTION ACT OF 2014 ("FIPA")

THIS ADDENDUM ("Addendum") is by and between **ORANGE COUNTY, FLORIDA** (the "County"), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Citizens' Commission for Children, and **THE CHILDREN'S HOME SOCIETY OF FLORIDA, INC.** (the "Business Associate"), a not-for-profit corporation under the laws of the State of Florida located at 482 South Keller Road, Orlando, Florida 32810. The County and the Business Associate may be referred to herein individually as "party", or collectively as "parties".

RECITALS

WHEREAS, the County is a "Hybrid Entity" under the HIPAA Privacy and Security rules, 45 CFR §164.105; and

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, documented that the Citizens' Commission for Children Division is one of the County's "Covered Healthcare Component(s)" and, as such, when the County is acting through one of its Covered Healthcare Component(s), it is treated as a though it is a "Covered Entity"; and

WHEREAS, the County, on behalf of its Covered Healthcare Component, and the Business Associate entered into Contract No. Y20-2039 (the "Agreement") regarding the Business Associate's provision of services to the County (the "Services"); and

WHEREAS, in providing the Services, the Business Associate shall be provided certain Protected Health Information ("PHI") and/or Personally Identifiable Information ("PII") by the County that is subject to protection under the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended; and

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

WHEREAS, the HIPAA Privacy and Security rules require that a Covered Entity – as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components – receives adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received and/or generated in the course of providing Services to, or on behalf of, that Covered Entity or Hybrid Covered Entity; and

WHEREAS, the purpose of this Addendum is to have the Business Associate provide adequate assurances that the Services provided by the Business Associate pursuant to the Agreement shall be provided in compliance with the requirements of the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended; and

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

Section 1. Incorporation.

A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.

B. The HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended, are hereby incorporated into this Addendum.

C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended, the most stringent requirements shall control.

Section 2. Definitions.

A. Terms that are used herein, but not otherwise defined, shall have the same meaning as those terms in the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and FIPA, §501.171, Florida Statutes; each where applicable and as amended

1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, regarding the HIPAA Privacy and Security and HITECH Act Breach Notification rules, and §501.171, Florida Statutes, regarding FIPA.
2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment,

Exhibit C

Orange County and The Children's Home Society of Florida, Inc.

Business Associate Addendum to Contract No. Y20-2039

Regarding HIPAA and FIPA

claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
5. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
6. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its – and its Covered Healthcare Component's – compliance with the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and the Florida Information Protection Act, §501.171, Florida Statutes; all where applicable and as amended.
7. **Personally Identifiable Information ("PII")** shall mean the following:
 - a. An individual's social security number; and/or
 - b. An individual's initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - ii. A financial account number or credit or debit card number in combination with any required security code, access code, or

Exhibit C

Orange County and The Children's Home Society of Florida, Inc.

Business Associate Addendum to Contract No. Y20-2039

Regarding HIPAA and FIPA

password that is necessary to permit access to an individual's financial account;

- iii. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - iv. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - v. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
 - vi. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- c. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- d. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
8. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information, as defined under 42 U.S.C. §1320d, as amended, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
9. ***Required by Law*** shall have the same meaning as the term "required by law" in 45 CFR §164.103.
10. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

11. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
12. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of this Addendum.

A. **Independent Status of Parties.** The parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security rules, 45 CFR Parts 160, 162, and 164; 42 CFR Part 2; the HITECH Act Breach Notification rules, Pub. L. No 111-5, Title XIII, 123 Stat. 226 (2009); and the Florida Information Protection Act, §501.171, Florida Statutes; all where applicable and as amended.

B. The parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

C. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and/or representatives. The Business Associate assumes responsibility and liability for any damages or claims, including (but not limited to):

1. State and federal administrative proceedings and sanctions brought against the County; and/or
2. Costs and attorneys' fees resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum or the Agreement.

Section 4. Privacy of PHI and Confidentiality of PII.

A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR § 164.504(e)(1)(i) and § 501.171(2), Florida Statutes, that the subcontractor will appropriately safeguard the information. All other uses or disclosures not otherwise authorized by this Addendum or otherwise governed by law are prohibited.

B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII that is created, received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. Provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County, at the request of, and in the time and manner designated by, the County.

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

9. Make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County, at the request of, and in the time and manner designated by, the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.

D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:

1. the disclosure is required by law; or
2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

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

F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

Section 5. Confidentiality.

A. In the course of performing under this Addendum, each party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports,

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential ("Confidential Information") of the other party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The parties, 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 Addendum, or as mandated by the State of Florida's Public Records Laws;
2. Only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. Advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

1. After it becomes publicly available through **no fault** of either party;
2. Which is later publically released by either party in writing;
3. Which is lawfully obtained from third parties without restrictions; and/or
4. Which can be shown to be previously known or developed by either party independently of the other party.

Section 6. Security.

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) ("Electronic PHI") and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security rules, HITECH Act Breach Notification rules, and FIPA.

B. **Reporting Security Incidents.** The Business Associate will report to the County any Security Incident of which the Business Associate becomes aware that is:

1. A successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. A modification or destruction of Electronic PHI or PII; or

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

3. Interference with system operations in an information system containing Electronic PHI or PII.

Section 7. Reporting Requirements.

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
 - a. Two (2) days of any suspected—or confirmed—access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. Twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Security Incident, at a minimum, to include: (a) the date of the Security Incident; (b) the nature of the Security Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Security Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Security Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the HITECH Act Breach Notification rules and/or pursuant to Florida law (including, but not limited to, §501.171, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable

Exhibit C

Orange County and The Children's Home Society of Florida, Inc.

Business Associate Addendum to Contract No. Y20-2039

Regarding HIPAA and FIPA

expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including – in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information – a conspicuous posting on the web site of the Business Associate involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.

E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice of unsecured PHI and/or PII that has been acquired or disclosed in a breach to the Secretary of HHS and to the State of Florida's Department of Legal Affairs. If the breach was with respect to five hundred (500) or more individuals, such notice shall be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate shall maintain a log of such breach occurring and shall annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R §164.404, the HITECH Act Breach Notification rules, and FIPA, each as amended. Notification to individuals sent by the Business Associate pursuant to this Agreement shall clearly state that the breach was on the Business Associate's part.

1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following:

Exhibit C

Orange County and The Children's Home Society of Florida, Inc.

Business Associate Addendum to Contract No. Y20-2039

Regarding HIPAA and FIPA

- a. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- b. A description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code);
- c. The steps individuals should take to protect themselves from potential harm resulting from the breach;
- d. A brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and
- e. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

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

H. **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required herein.

I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, and FIPA.

J. A violation of any paragraph and/or subsection of this Section shall be a material violation of this Addendum.

Section 8. Termination.

A. **Immediate Termination.** The County is authorized to immediately terminate the Agreement if it determines – based in its sole discretion – that the Business Associate has violated a material term of this Addendum. The County shall hand deliver or send certified notice of such termination to the Business Associate and shall only be liable to the Business Associate for any work performed prior to the date of the Business Associate's receipt termination.

B. **Opportunity to Cure.** At its sole discretion, the County may:

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

1. Provide the Business Associate an opportunity to cure the breach within a time period deemed reasonable by the County; and
2. Terminate the Agreement should the Business Associate fail to cure the breach to the County's satisfaction within the time period provided.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the parties prior to the effective date of termination. It will also not in any way impact the survival of any term by which its nature is intended to survive the expiration, cancellation, or termination of the Agreement and/or this Addendum.

D. **Duties of Business Associate Upon Termination of the Agreement.**

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County shall, at the Business Associate's sole expense, be returned to the County with any copies and/or duplicates thereof destroyed. This mandate includes all PHI and PII in the possession of the Business Associate's subcontractors and/or agents.
2. If the Business Associate determines that returning and/or destroying copies and duplicates of the relevant PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum and according to applicable law for as long as the Business Associate retains the PHI and PII. Additionally, the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.
3. If the Business Associate determines that it is not feasible for it to return PHI or PII in the possession of one of its subcontractors or agents, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return and destruction of all copies and duplicates of the PHI or PII not feasible.

Section 9. General Terms.

A. **Agreement Subject to All Applicable Laws.** The parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security rules, FIPA, and their accompanying regulations. The parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.

Exhibit C

Orange County and The Children's Home Society of Florida, Inc.

Business Associate Addendum to Contract No. Y20-2039

Regarding HIPAA and FIPA

B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

C. **Survival.** The rights and obligations of the parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.

D. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

E. **Enforcement Costs and Attorneys' Fees.** If legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each party will hereby be responsible for its own costs and attorneys' fees. This does not negate any of the Business Associate's responsibilities for costs and/or attorneys' fees that are otherwise specifically provided for herein.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the HIPAA Privacy and Security rules, the HITECH Act Breach Notification rules, and FIPA.

G. **Indemnification.** To the fullest extent permitted by law, the Business Associate 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, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

I. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other party(ies).

To the County:

Orange County HIPAA Privacy Officer
2002-A East Michigan Street

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

Orlando, FL 32806
(407) 836-9214

AND

Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue
Orlando, FL 32801

To the Business Associate: The Children's Home Society of Florida, Inc.
482 South Keller Road
3rd Floor
Orlando, FL 32810

J. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the parties that if any provision of this Addendum were capable of two constructions – one that rendered the provision void and one that renders the provision valid – then the provision shall have the meaning that renders it valid.

K. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Addendum, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

L. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy and Security rules or other applicable federal law.

M. **Venue.** For any legal proceeding arising out of or relating to this Addendum, 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. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

N. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Addendum.

O. **Waiver and Breach.** No failure by a party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such

Exhibit C

Orange County and The Children's Home Society of Florida, Inc.

Business Associate Addendum to Contract No. Y20-2039

Regarding HIPAA and FIPA

breach or such covenant, agreement, term, or condition. Any party may waive compliance by the other party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

P. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the parties as to the rights, obligations, duties, and services to be performed hereunder.

Exhibit C

*Orange County and The Children's Home Society of Florida, Inc.
Business Associate Addendum to Contract No. Y20-2039
Regarding HIPAA and FIPA*

IN WITNESS HEREOF, the parties, attesting that they are duly authorized to enter into this Addendum, have executed this Addendum on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Carrie Mathes
Carrie Mathes
Procurement Division, Manager

Date: 9/25/2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

**THE CHILDREN'S HOME SOCIETY OF
FLORIDA, INC.**

By: Kymerly Cook

Printed Name: Kymerly Cook

Official Title: Chief Operations Officer

Date: 9/10/2020