

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: October 1, 2023
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**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

AMENDMENT NO.5

**AGREEMENT #Y20-2078-MF
THE PROVISION OF PHYSICAL THERAPY SERVICES**

By mutual agreement, the contract is changed as follows:

1. The term of the contract is hereby renewed from October 1, 2023 through September 30, 2024.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

PAMELA ROWE, M.A., CCC-SLP, LLC

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

By: Pamela Rowe, M.A. CCC-SLP

Michelle Fort

Print Name: Pamela Rowe, MA, CCC-SLP LLC

Michelle Fort, Buyer

Title: Clinical Director

Procurement Division

Date: 06/09/2023

Date: 6/9/2023

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: October 1, 2022
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**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

AMENDMENT NO.4

**AGREEMENT #Y20-2078-MF
THE PROVISION OF PHYSICAL THERAPY SERVICES**

By mutual agreement, the contract is changed as follows:

1. The term of the contract is hereby renewed from October 1, 2022 through September 30, 2023.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

PAMELA ROWE, M.A., CCC-SLP, LLC

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

By: Pamela Rowe M.A.CCC-SLP

Michelle Fort

Print Name: **Pamela Rowe, M.A., CCC-SLP**

Michelle Fort/Buyer

Title: **Clinical Director**

Procurement Division

Date: **09/12/2022**

Date: 9/13/2022

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: September 16, 2020
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**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

AMENDMENT NO.3

**CONTRACT #Y20-2078-MF
THE PROVISION OF PHYSICAL THERAPY SERVICES**

By mutual agreement, the contract is changed as follows:


1. The vendor name is corrected from-Pam Rowe Speech and Occupational Therapy, LLC. to Pamela Rowe, M.A., CCC-SLP, LLC.
2. All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

PAMELA ROWE, M.A., CCC-SLP, LLC

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

By: Pamela Rowe, M.A., CCC-SLP



Print Name: Pamela Rowe

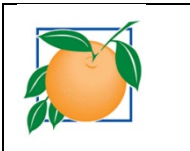
Zulay Millan, NIGP-CPP, CPPO, CPPB

Title: Clinical Director

Assistant Manager, Procurement Division

Date: 07/11/2022

Date: 7.11.2022



**ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS**
PROCUREMENT DIVISION

Effective Date: October 1, 2021

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

AMENDMENT NO. 2

**AGREEMENT #Y20-2078
THE PROVISION OF PHYSICAL THERAPY SERVICES**

By mutual agreement, the agreement is changed as follows:

1. The term of the contract is hereby renewed from October 1, 2021 through September 30, 2022.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

PAMELA ROWE

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

By: 



Print Name: Pamela Rowe, MA, CCC-SLP


Megan Miller

Title: Clinical Director

Buyer, Procurement Division

Date: 8-1-21

Date: 9/2/2021

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: September 16, 2020
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**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

AMENDMENT NO. 1

**AGREEMENT #Y20-2078
THE PROVISION OF PHYSICAL THERAPY SERVICES**

By mutual agreement, the agreement is corrected as follows:

1. Exhibit B was omitted unintentionally from the original agreement. Exhibit B is hereby added to the agreement and is attached to this amendment.
2. Exhibit D the final page of the agreement, is hereby deleted from the agreement.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

PAMELA ROWE

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

By: 

 Procurement Manager

Print Name: Pamela Rowe

Zulay Millan, CPPO, CPPB, FCCM

Title: Clinical Director

Assistant Manager, Procurement Division

Date: 1-5-21

Date: 1/7/2021

EXHIBIT B

Head Start Physical Therapy Rate and Fee Schedule
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<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
Session-Based Services		
1. Physical Therapy Evaluation/Assessment or Re-Evaluation	10	\$100/per session
2. Individual Physical Therapy (30 minute sessions)	100	\$ 35.72/per session
Fee-Based Services		
1. Training for Parents/Staff	5	\$ 50/per hour
2. Technical Assistance for Head Start staff	10	\$ 50/per hour
3. Individual Service Plan Meetings	10	\$ 25/per meeting*

*** Meetings are expected to be between 15-20 minutes in length. While some meetings may be shorter than that due to parent or guardian engagement, a pattern of meetings shorter than 15 minutes may be considered unsatisfactory performance.**

REFERRAL AND SERVICE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

PAMELA ROWE SPEECH AND OCCUPATIONAL THERAPY, INC.

for an amount not to exceed

\$15,000

for the specific purpose of

THE PROVISION OF PHYSICAL THERAPY SERVICES

THIS REFERRAL AND SERVICE AGREEMENT (“Agreement”) is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Head Start Division (the “County”), and **PAMELA ROWE SPEECH AND OCCUPATIONAL THERAPY, LLC.**, a for-profit corporation existing under the laws of the State of Florida, located at 2927 West State Road 434, Suite 100, Longwood, Florida 32779 (the “Agency”). The County and the Agency may be referred to individually as “party” and collectively as “parties”.

RECITALS

WHEREAS, the Federal Awarding Agency issued an award to the County for discretionary spending in ongoing support of the County’s Head Start Program; and

WHEREAS, Section § 1302.33(a) of the Head Start Performance Standards states “[i]n collaboration with each child’s parent and with parental consent, a program must complete or obtain current developmental screening to identify concerns regarding a child’s development, behavioral, motor, (physical), speech/language, social, cognitive, and emotional skills within 45 calendar days of when the child first attends the program”; and

WHEREAS, the County does not employ any physical therapy professionals for its Head Start Division and therefore, must meet its above-stated obligations by referring the children enrolled in the County’s Head Start Program to various community agencies that provide the requisite behavioral, physical, speech/language, social, cognitive, and emotional skill therapy services to the local community; and

WHEREAS, the Agency is one such community Agency that provides the requisite physical therapy services and is willing to accept referrals from the County’s Head Start Program; and

WHEREAS, the Agency will also provide specific fee-based services to the County for providing training for parents and County staff, providing technical assistance to County staff,

and meeting with parents and staff to go over individual service plans for each child referred and found in need of behavioral, motor, speech/language, social, cognitive, or emotional skill therapy services.

NOW THEREFORE, in mutual covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated as material part of this Agreement by reference.

Section 2. **The Obligations of the Parties.**

- A. **Scope of Services.** The *Scope of Services* is attached as **Exhibit “A.”**
- B. **Invoicing/Payment.** The terms of invoicing and payment by the County are attached in **Exhibit “A”** and **Exhibit “B.”** Any payments made by the County under this Agreement shall be made pursuant to the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.
- C. **Non-Exclusive Agreement.** By execution of this Agreement, the Agency hereby acknowledges that the County is under no obligation to refer children enrolled in the Head Start Program to the Agency exclusively and understands that the County may freely enter into similar Agency arrangements with other agencies.

Section 3. **Confidential Information and Consent.**

- A. **Confidential Information.** Through execution of this Agreement, both parties acknowledge their obligations to comply with the federal Health Insurance Portability and Accountability Act’s (“HIPAA”) Privacy Rules, the Breach Notification rules under the Health Information Technology for Economic and Clinical Health Act, and the Florida Information Protection Act when dealing with, and maintaining, protected information and records. **No Protected Health Information or Personally Identifiable Information shall be shared between the parties except as discussed in the “Required Consent for Referrals” provision below.**
- B. **Required Consent for Referrals.** All referrals made by the County in which any Protected Health Information or Personally Identifiable Information will be transmitted by the County to the Agency (or vice versa) shall be made only with written and executed consent by the legal guardian of the child enrolled in the County’s Head Start Program. That consent shall cover the transfer of any information that could be considered protected or confidential under the federal Health Insurance Portability and Accountability Act or the Florida Information Protection Act.

Section 4. Term and Termination.

- A. **Term.** This Agreement is effective upon the date of execution by both parties and continues until September 30, 2021. It can be renewed for annual periods by the parties pursuant to a mutually-executed renewal agreement.
- B. **Termination for Convenience.** The County may terminate this Agreement at will or for its convenience thirty (30) days after providing the Agency with written notice of the County's intent to terminate. The Agency may terminate this Agreement at will for its convenience sixty (60) days after providing the County with written notice of the Agency's intent to terminate.
- C. **Termination for Cause.** The County may terminate the whole or any part of this Agreement 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:
1. The Agency fails to provide services called for by this Agreement within the time specified in this Agreement, or in any extension of this Agreement;
 2. The Agency materially breaches any term of this Agreement as determined at the sole discretion of the County; and
 3. The County, at its sole discretion, determines that termination of this Agreement is in the best interest of the children enrolled in the County's Head Start Program.
- D. **Opportunity to Cure.** The County may, at its sole discretion, provide the Agency with a Notice to Cure a breach of this Agreement. 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 Agreement for cause by written notice at any point after the time to cure within the County's Notice to Cure has lapsed.
- E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall:
1. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination.
 2. Incur no further costs to the extent that such costs relate to this Agreement.
 3. Finalize all necessary up to date reports and documents required under the terms of this Agreement up to the date of termination, including the final expenditure report due at the end of the project, if any.
 4. Take any other actions as reasonably directed in writing by the County.

- F. **Transition of Provision of Care.** Because this Agreement entails funding and referrals for the provision of care to the children enrolled in the County's Head Start Program, if – either for cause or for convenience – this Agreement is terminated, then the Agency will work in good faith with the County to facilitate the transition of the children enrolled in the County's Head Start Program to another entity.
- G. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Agency's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

Section 5. Indemnity, Sovereign Immunity, Liability, and Independent Agency.

- A. **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, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Subject to the foregoing, each party shall be liable for any negligent act or omission by its officers, directors, agents, or employees and shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising solely from such negligent act or omission. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.
- B. **No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or subdivision as defined in Section 768.28(2), Florida Statutes, of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.
- C. **Liability.** The County shall not be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
- D. **Independent Agency.** The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 6. Insurance.

- A. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and must not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.
- B. The Agency shall require and ensure that each of its agents providing services pursuant to this Agreement procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.
- C. The Agency shall purchase, maintain, and have in force, the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement, or prior to executing any renewals of this Agreement, to verify such coverage:
 - 1. **Commercial General Liability** - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. The Agency further agrees that the coverage must not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
 - 2. **Sexual Abuse and Molestation Coverage** – The Agency shall maintain sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence. The General Aggregate limit must either apply separately to this Agreement or must be at least twice the required occurrence limit.
 - 3. **Professional Liability** – Professional liability coverage with limits of not less than \$1,000,000 per occurrence.
- D. If the Agency is a state agency or subdivision as defined in Section 768.28(2), then, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County. Additionally, the Agency must

procure and maintain, during the term of this Agreement, general and professional liability protection at the limit of one million dollars (\$1,000,000) for any professional engaging in activities pursuant to this Agreement.

- 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 financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- 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 to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- 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 the approval of the County's Risk Management Division.
- I. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations or services provided under this Agreement. In addition to the certificate(s) of insurance, the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts, renewal certificates will be submitted upon request by either the County or its certificate management representative. The certificates must clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance will be effective without thirty (30) days prior written notice to the County. Certificates must specifically

reference the respective Agreement number. The certificate holder must read:

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

Section 7. Protection of Person and Property.

- A. While working or providing services at the County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement. The Agency shall take all reasonable precautions for the safety and protection of:
1. All employees and persons who the Agency agrees to be on the premises and other persons who may be affected thereby; and
 2. All property, material, and equipment on the premises under the care, custody, or control of the Agency. The parties agree that the Agency will only be using its own property, material, and equipment.
- B. The Agency shall comply with, and ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, and standards. This includes, but is not limited to, the following:
1. Occupational Safety & Health (OSHA);
 2. National Institute for Occupational Safety & Health (NIOSH); and
 3. National Fire Protection Association (NFPA).
- C. The Agency must also comply with the guidelines set forth in Orange County Safety & Health Manual. The Manual can be accessed at the address below:
- <http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>.
- D. **Removal from the Premises.** The County may, in its sole and absolute discretion, remove any Agency employee, volunteer, student, client, or associate from the County's premises at any time.

Section 8. Record Management.

- A. The Agency acknowledges that the Agency, and any and all of its subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this “Records Management” provision.
1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures.
 2. **Retention.** Books, records, and accounts related to the performance of this Agreement shall be retained by the Agency for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the Agency shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.
 3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
 4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

Section 9. Right to Audit. The County, the Orange County Comptroller (the “Comptroller”), or their respective designees, shall have the right to audit all Agency records created pursuant to, or in any way or related to, this Agreement. This includes, but is in no way limited to, the right to audit any and all funds that may be disbursed under this Agreement. The County and the Comptroller shall have full access to all relevant Agency records, documents, and information that are necessary to perform this audit – whether such records, documents, and information are on paper or electronic media.

Section 10. Suspension and Debarment.

- A. Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.
- B. The Agency acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a “covered transaction” with a party listed on the System for Award Management (“SAM”) Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. Part 180.530.

- C. Through the execution of this Agreement, the Agency hereby certifies that the Agency, its principals (defined at 2 C.F.R. Part 180.995), or its affiliates (defined at 2 C.F.R. Part 180.905) are not excluded (defined at 2 C.F.R. Part 180.940) or disqualified (defined at 2 C.F.R. Part 180.935). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency did not comply – or has not complied – with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 11. Equal Opportunity and Nondiscrimination.

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

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Contract.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.
3. The Agency agrees that, if any of the obligations of this Contract are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

Section 12. Scrutinized Companies.

- A. **Scrutinized Companies.**

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

Section 13. **Notices.** Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the addressees as provided in **Exhibit "A,"** or to such other addressees as the parties may designate to each other in writing from time to time.

Section 14. **General Terms.**

- A. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature.
- B. **Subcontracting Prohibition.** The County has executed this Agreement with the understanding that the Agency will be the ultimate provider for the children enrolled in the County's Head Start Program that are referred to the Agency under this Agreement. Under no circumstance shall the Agency subcontract the services for which the children enrolled in the County's Head Start Program are referred to the Agency by the County.
- C. **Contingency Fees.** The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

- D. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County, as per Section 2-3, Orange County Code.
- E. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.
- F. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party by agreeing to this Agreement submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit 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 United States Middle District of Florida.
- G. **Jury Waiver.** Each party to this Agreement 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 Agreement.
- H. **Attorney's Fees and Costs.** The indemnity provision of this Agreement excepted, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.
- I. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- J. **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by the way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- K. **Construction; No Representations.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, each party represents that

they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement.

- L. **Remedies.** No remedy in this Agreement 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 under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.
- M. **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.
- N. **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 Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- O. **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.
- P. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.
- Q. **Authority to Practice.** The Agency, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.

Section 15. Entire Agreement. This Agreement, and any documents incorporated in this Agreement, set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior contracts, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party regarding the subject matter of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *[Signature]* 9/16/2020
Zulay Millan, CPPO, CPPB, FCCM
Procurement, Administrator
Asst. Mgr.
Date:

PAMELA ROWE SPEECH
AND OCCUPATIONAL THERAPY, LLC.

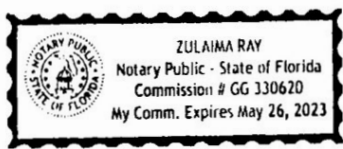
[Signature] 7/13/20 Jan Rowe 7/13/20
Signature Date

[Signature]
Pamela Rowe, MA CCC-SLP
Clinical Director

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me on this 13 day of July

2020, by Pamela Rowe, in his or her official capacity as the Clinical Director of Pamela Rowe Speech and Occupational Therapy, LLC.



[Signature]
Signature Notary Public - Zulaima Ray

EXHIBIT A

Head Start Physical Therapy Scope of Work

I. Contract Liaison for the Agency:

Pamela Rowe, MA, CCC-SLP
Pamela Rowe Speech and Occupational Therapy, LLC.
2927 West State Road 434, Suite 100,
Longwood, FL 32779
(407) 271-4911 Office

II. Scope of Services.

1. **Purpose.** This Agreement is:
 - a. **Session-Based Services.** To establish a relationship between the County and the Agency whereby the County refers children enrolled in the County's Head Start Program to the Agency for the following "Session-Based Service(s)" in order to meet the County's obligations pursuant to the Federal Head Start Program's Performance Standards: physical therapy evaluation/assessment re-evaluation, and individual therapy.
 - b. **Fee-Based Services.** To establish a relationship between the County and the Agency whereby the Agency provides the County the following "Fee-Based Services": Training for Parents/Staff; Technical Assistance for Head Start Staff; and Individual Service Plan Meetings.
2. **Referrals.** The Agency agrees to accept referrals for the Session-Based Services from the County for the children that are enrolled in the County's Head Start Program. The Agency shall provide the Head Start Division with a referral form to be used for referral purposes.
3. **Invoicing/Payment.**
 - a. **Session-Based Services.** By executing this Agreement, the Agency hereby acknowledges that the County shall serve only as the "Payer of Last Resort" for the Session-Based Services for which another form of payment is available. As such:
 - (1) It is the obligation of the Agency to exhaust all other potential methods of payment prior to requesting payment by the County. Other potential methods of payment include, but are not limited to:

Medicaid, WIC, private insurance, or any and all other funding sources that are available to the Agency.

- (2) If, after exhaustion of all other potential methods of payment has been attempted, the Agency requires payment by the County in order to provide the Session-Based Services to a specific child enrolled in the County's Head Start Program, then the Agency may request written authorization from the County's Head Start Program to provide the Services for which the child was referred to the Agency at the County's expense.
- (3) Such written authorization shall be requested and obtained by the Agency **prior** to the provision of the Session-Based Services for which the Agency intends to invoice the County. **If the Agency fails to obtain such written authorization prior to providing care to a child enrolled in the County's Head Start Program from the County, then the County shall not be liable for payment for the care provided.**
- (4) Should the County agree to pay for any Session-Based Services due to a child's inability to have payment covered through another funding source, the County shall pay the Agency no more than as provided in the attached *Rate and Fee Schedule* in **Exhibit "B."**

4. **Contract Amount.**

- a. The County has budgeted an amount not to exceed fifteen thousand dollars (\$15,000) of funding to cover both the Session-Based Services and Fee-Based Services contemplated in this Agreement. If it is necessary for the funding provided by the County during the term of this Agreement to exceed fifteen thousand dollars (\$15,000), a written amendment to this Agreement shall be made and shall be executed by both parties prior to becoming effective.
- b. The parties acknowledge that the value of this contract exceeds the amount budgeted by the County, as the County is providing the Agency with client referrals for-which payment is being provided by non-County parties.

5. **Time of the Essence.** The Federal Head Start Performance Standards require that all children enrolled in the County's Head Start Program receive certain speech and occupational services within ninety (90) calendar days of that child's first attending classes. As such, regarding the Session-Based Services:

- a. If the child is eligible for coverage for the cost of the services for which he or she was referred to the Agency from a non-County funding source, the

Agency shall provide such services to the child within fifteen (15) business days of the child's referral.

- b. If the child is ineligible for coverage for the cost of services for which he or she was referred to the Agency by means of non-County funding, the Agency shall submit a request for a written authorization for payment by the County within three (3) business days of the child's referral. Once the Agency receives such written authorization from the County, the Agency shall provide such services to the children within ten (10) business days of the Agency's receipt of such written authorization.

6. Additional Requirements.

- a. It shall be the Agency's responsibility to ensure that it has, or obtains, a therapist that is able to speak in the language native to each child referred.
- b. The assigned Physical Therapist will be provide skilled therapy services to include the following: physical therapy evaluation/assessment re-evaluation, individual therapy, individual service plan, participate in multidisciplinary and individual service plan meetings, training parents and staff, and provide technical assistance to Head Start staff.
- c. By execution of the Agreement, the Agency certifies that any Physical Therapist that provides services pursuant to this Agreement will:
 - (1) Possess all necessary licensing;
 - (2) Be in good standing with all relevant licensing bodies at all times; and
 - (3) Have passed all background checks necessary and proper to ensure that such therapist is safe to be with a child in an unsupervised capacity.
- d. The Physical Therapist services shall consist of:
 - (1) A written evaluation/assessment report will be submitted to designated Orange County staff within five (5) business days of the completion of the evaluation/assessment.
 - (2) Physical Therapists will be available to attend the Orange County Head Start's Multidisciplinary Team (MDT) and Individualized Service Plan (ISP) meetings. No therapy shall be provided until the MDT/ISP meeting is completed.

- e. The Physical Therapists will document skills addressed during each therapy session. Therapists must sign the child out and sign child in the classroom, on specified forms, for all therapy sessions.
- f. Services shall be provided at the Head Start Centers or via Telehealth venues such as social applications via the internet during regularly scheduled days of operation and during times designated by the Head Start Program. Head Start follows Orange County Public School's yearly schedule. Services shall continue during the summer months (June and July). All services provided via Tele-Health will be reimbursed.

Telehealth is a venue for providing health-related services (non-clinical) utilizing telecommunication technologies such as social apps, videos, and phone call conferences. Telehealth allows long-distance/remote patient/client contact, care, assessment, advice, education, intervention, monitoring, and reminders. Telehealth services bridge the gap between a community lacking transportation or experiencing restrictions to health care.

- g. The Agency shall ensure that:
 - 1. Each therapist has a badge identifying that therapist as an employee of that Agency. Therapists without proper, County-approved identification shall not be permitted to access County property; and
 - 2. Each therapist provides a copy of each child's individual therapy schedule to the child's Head Start Center so that the County will know to expect when a child will be removed from classes.
 - 3. If on any given day there is only one child on a therapist's schedule for a specific Head Start Center, the therapist will call that Head Start Center to verify that the child is in attendance prior to traveling to the Head Start Center.

III. Notices.

To the County: Head Start Division
Attn: Manager
2100 East Michigan Street
Orlando, Florida 32806

AND

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

To the Agency:

Pamela Rowe Speech and Occupational Therapy, LLC.
Attn: Pamela Rowe, MA CCC-SLP
2927 West State Road 434, Suite 100
Longwood, FL 32779

