

AMENDMENT #2

CONTRACT Y23-2042

UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

EFFECTIVE DATE: January 1, 2024

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


This contract is changed as follows:

1. The subject contract is hereby renewed for the period January 1, 2024 through December 31, 2024.
2. Attachment A, University of Central Florida Research Foundation, Inc., are replaced in their entirety by Attachment A (Rv 1) University of Central Florida Research Foundation, Inc., and attached herein.

All other terms and conditions remain unchanged.

**UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.**

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


Signature


Signature

Amanda Coveney
Printed/Typed Name

Diane Wetherington, CPPB
Printed/Typed Name

Assistant Director
Title

Contracting Agent
Title

9/21/2023
Date

11/8/2023
Date

ATTACHMENT A (Rv1)

Scope of Work

University of Central Florida Research Foundation, Inc.

The amount to be paid to the University of Central Florida Research Foundation, Inc. (UCFRF), (hereinafter AGENCY) for services rendered is \$175,410 for the cost of personnel and all other related operating costs, including an administrative cost not to exceed twenty-five percent (25%) of the total award for services associated with managing the funding allocated for the pilot project, Financial Management for Nonprofits Seminar Series in addition to the Financial Management for Nonprofits Workshop, ensuring that the funding is expended in the most effective and efficient manner possible, and ensuring that the amount of funding allocated is not over expended. As indicated in Article VIII and Article X, COUNTY understands and agrees that AGENCY does not have any employees and that all personnel performing under this Agreement are employees or agents of UCF.

Project I: Financial Management for Nonprofits Seminar Series

Services to be Rendered

The AGENCY shall conduct an eight (8) week Financial Management for Nonprofits Seminar Series to orient Orange County Citizens' Commission for Children (hereinafter COUNTY) funded nonprofit agencies about financial management practices and finance administration. The Financial Management for Nonprofits Seminar Series will be delivered for an eight (8) week period on-site at the UCF Downtown Campus and/or online to ensure accessibility for designated participants. Training shall use, but not limited to, instructor-led and web-based engagement methods and shall be made available for up to thirty (30) participants from fifteen (15) COUNTY funded agencies (Two (2) representatives from each). The goal of the Financial Management for Nonprofits Seminar Series is to help nonprofits better compete for awards, competently administer the financial awards entrusted to them, then to be audit ready upon completion of sponsored award requirements.

The AGENCY shall submit a project timeline for all activities associated with the provision of the Financial Management for Nonprofits for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the Financial Management for Nonprofits shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than September 30th.

Recruitment and Selection of Project Participants

The participating agencies will be assigned based the recommendations from the COUNTY. The COUNTY will provide the AGENCY with an approved list of participants.

Training for Nonprofit Agencies and Deliverables

The AGENCY will design, develop, and deliver education and training content (lesson plans and instructional materials, exercise or practice sheets, review and testing materials, and a participant guide) then present a seminar series once a year for two years.

The AGENCY faculty, staff, and/or graduate research assistants will address technical assistance needs identified in the initial comprehensive self-assessment completed by each nonprofit agency. The seminar series will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the training.

The Seminar Series Instructional Modules

The eight-week seminar series will consider the following topics in a modular format, providing both knowledge and practical learning objectives:

- TOPIC 1: The Era of Performance Accountability
- TOPIC 2: Programs and Program Structures
- TOPIC 3: Nonprofit Financial Statements
- TOPIC 4: Budgeting
- TOPIC 5: Costing Programs & Services
- TOPIC 6: Forecasting
- TOPIC 7: Differential Cost Analysis
- TOPIC 8: Setting Fees
- TOPIC 9: Government, Foundation, & Private Grants
- TOPIC 10: Government Contracts
- TOPIC 11: Risk Management
- TOPIC 12: Audits

Certificate of Completion

The AGENCY shall award a certificate of completion to each funded agency at the successful completion of the Financial Management for Nonprofits Seminar Series.

End-of-Project I Reporting

By September 30th, the AGENCY shall also provide the COUNTY a Final Project report detailing the project outcome. The report will include description of the delivery timeline – recruitment through completion; a general assessment of the participants and their engagement of the material (quantitative and qualitative) through pre and post assessments; a summary of the seminar critique surveys and a description of any proposed adjustments to the course for the next delivery.

Project II: Financial Management for Nonprofits Workshop

Services to be Rendered

The AGENCY shall conduct a pilot project workshop, the Financial Management for Nonprofits Workshop, to orient Orange County Citizens' Commission for Children (hereinafter COUNTY) funded nonprofit agencies about financial management practices and finance administration. The Financial Management for Nonprofits Workshop will be delivered in a mixed-mode delivery format to include an in-person half day workshop and web-based training, to improve accessibility. The workshop shall be provided no later than October 31st.

The in-person training will be held at the UCF Downtown Campus, with a maximum of sixty (60) participants from thirty (30) COUNTY funded agencies (two (2) representatives per agency). The in-person portion of the training will be presented on three (3) separate dates to accommodate twenty (20) participants for each workshop. The web-based portion of the workshop, shall be interactive and provide opportunities for participants to test their knowledge.

The goal of the Financial Management for Nonprofits Workshop is to provide a high-level overview to serve as a basis in preparation for the Orange County contract building and implementation process. The training shall focus on financial management practices on how to be a responsible steward of awarded grant funding and how to build and maintain a stable and fiscally sound organization.

The AGENCY shall submit a project timeline for all activities associated with the provision of the Financial Management for Nonprofits for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the Financial Management for Nonprofits shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than December 31st.

Recruitment and Selection of Project Participants

The participating agencies will be assigned based on funding recommendations from the COUNTY's Citizens' Review Panel. The COUNTY will provide the AGENCY with an approved list of all funded agencies for the upcoming Contract Term.

Training for Nonprofit Agencies and Deliverables

UCF faculty, staff, and/or graduate research assistants will address technical assistance needs identified in the initial comprehensive self-assessment completed by each nonprofit agency. The workshop will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the training.

The in-person workshops and web-based content shall provide an overview of the following financial topics:

1. **The Era of Performance Accountability:** Understanding of nonprofit's reporting obligation to its funders and commitment to ethical principles to achieve financial

stability.

2. **Government, Foundation, & Private Grants.** Understanding the different types of funding resources and the importance of maintaining separation of funds through established internal controls.
3. **Costing Programs and Program Structures.** Aligning the program structure and services with the scope of work, ensuring proposed services are delivered for the timeframes indicated. Identifying the costs directly associated with the service delivery, including an understanding of allowable and disallowable expenses.
4. **Budgeting.** Understanding the components of a budget and the importance of creating and adhering to an effective operating budget as well as forecasting for the future.
5. **Fundraising.** Understanding the importance of having diverse and balanced funding streams and how this interacts with generating cash flow and a funding reserve.
6. **Financial Statements and Audits.** Understanding monitoring and contractual obligation to participate in and provide periodic financial reviews and/or audits to demonstrate financial integrity and transparency.
7. **Risk Management.** Understanding potential threats to the organization and proactively safeguarding by securing and maintaining proper insurance coverage.

Certificate of Completion

The AGENCY shall award a certificate of completion to each funded agency at the successful completion of the Financial Management for Nonprofits Workshop.

End-of-Project II Reporting

By December 31st, the AGENCY shall also provide the COUNTY a Final Project report detailing the project outcome. The report will include description of the delivery timeline; a general assessment of the participants and their engagement of the material (quantitative and qualitative) through pre and post assessments; a summary of the seminar critique surveys and a description of any proposed adjustments to the course for the next delivery.

AMENDMENT #1

CONTRACT Y23-2042

UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

EFFECTIVE DATE: April 1, 2023

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

This contract is changed as follows:

1. ARTICLE VII BACKGROUND SCREENING OF EMPLOYEES AND VOLUNTEERS is replaced in its entirety as follows:

Background Screenings of Staff and Volunteers

- a. The AGENCY shall ensure that, at no cost to the County, its employees and volunteers undergo any and all background screening as may be required by applicable federal, state, or local law.
- b. If the AGENCY, either as a whole or with a specifically defined program, offers care (i.e.: treatment, education, training, instruction, supervision, or recreation) or placement services geared towards minors, the elderly, or individuals with disabilities, then the AGENCY shall ensure that a Level II Background Screening in accordance with Section 432.04, Florida Statutes, is performed for each of its employees and volunteers that have, or may have access to such minors, the elderly, or individuals with disabilities. The AGENCY may utilize background screenings conducted by Orange County Public School System providing that all Level II Background Screening requirements are met.
- c. The COUNTY reserves the right to require that the AGENCY, at no cost to the COUNTY, pursue Level II Background Screening for its employees and volunteers that have, or may have access to minors, the elderly, or individuals with disabilities pursuant to their performance under this Contract, even if the Services are targeted for the general population. If the COUNTY makes such requirement and the Florida Department of Law Enforcement's Volunteer and Employee Criminal History System Program ("**VECHS**") of the AGENCY rejects the AGENCY's application for failure to be a qualified entity, the County will accept such written rejection in lieu of the performance of such background checks.

The AGENCY shall keep record of all employees and volunteers that require background checks under federal, state, local law, and/or this Contract. The AGENCY shall additionally ensure that all such employees and volunteers have had the requisite background checks performed prior to their provision of any Services funded

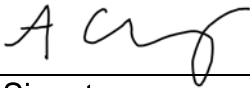
through this Contract and that all requisite background checks are kept current in compliance with the applicable law.

- d. Upon request, the AGENCY shall submit to the COUNTY written confirmation that any and all background screenings required by applicable federal, state, or local law have been conducted and that the results are acceptable to the AGENCY and comply with all applicable federal, state, and local laws. This includes meeting the requirements of this Contract. Failure to comply with the provisions of this section may result in the withholding of COUNTY fund disbursements.

All other terms and conditions remain unchanged.

**UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.**

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



Signature



Signature

Amanda Coveney

Printed/Typed Name

Diane Wetherington, CPPB

Printed/Typed Name

Assistant Director

Title

Contracting Agent

Title

4/25/2023

Date

4/25/2023

Date

CONTRACT Y23-2042
between
ORANGE COUNTY, FLORIDA
and
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, 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 **UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.** (“**UCFRF**” or “**AGENCY**”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“**UCF**”), a Florida public university under the laws of the State of Florida, located at 12201 Research Parkway, Suite 501, Orlando, Florida 32826-3246. 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, in a manner that is satisfactory to the **COUNTY**, in accordance with this Contract, and compliant with applicable federal, state, and local laws, rules, and regulations.
- b. The **AGENCY** agrees to accept technical assistance from the **COUNTY’s** Citizens’ Commission for Children (“**CCC**”) as it relates to reporting requirements and agrees to make reasonable changes to its reporting procedures as proposed by **CCC** to better facilitate the documentation of program(s) efficiency and effectiveness. The **AGENCY** further agrees to accept technical assistance from **CCC** regarding 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 of this Contract.

2. **Documents:**

- a. **Required Documentation:** The AGENCY is responsible for ensuring that all documents required by this Contract are current and available for the COUNTY's review upon request. These documents may include, but are not limited to, certificate(s) of insurance, job descriptions and background check confirmations of staff.
- b. **Documents Attached and Incorporated:** The following documents are attached to this Contract, incorporated, and hereby form a material part of this Agreement:

- Attachment A:** Scope of Work
- Attachment B:** Authorized Agent Form
- Attachment C:** Noncompliance Standards
- Exhibit A:** Leased Employee Affidavit Form
- Exhibit B:** Verification of Employment Status

ARTICLE II
Billing Requirements and Payment Methods

1. **Payments:**

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$175,410. 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.

2. If the payment shall be made by quarterly payments without invoicing, the COUNTY shall:

- a. Pay the AGENCY in four (4) equal 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”**.

- b. 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.
3. If payment shall be made by reimbursement by invoice for units of the Services provided (i.e.: hourly, per session, etc.), the AGENCY shall:

 - a. Provide monthly invoices to the COUNTY that include 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 at the COUNTY’s sole discretion.
 - b. 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.
4. If the payment shall be made upfront without invoicing, the COUNTY shall:

 - a. 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”**.
 - b. 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.
5. If the payment shall be made up front with invoicing, the AGENCY shall:

 - a. Provide an invoice to the COUNTY that includes 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 at the COUNTY’s sole discretion.
 - b. 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.
6. 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.

7. 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 act in good faith when determining whether the aforementioned documentation has been provided to the COUNTY by the AGENCY in an adequate manner. 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.
8. 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 by the COUNTY as 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.
9. 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 contract execution ("**Term Start Date**") through December 31, 2023 ("**Term End Date**"), contingent upon appropriation of funds by the Orange County Board of County Commissioners and shall be entered into only upon mutual written consent of both parties.
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.
- This Contract is not eligible for renewal.

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. If the COUNTY initiates such termination, the AGENCY shall be reimbursed for all costs incurred through the date of termination. 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. However, the AGENCY shall be reimbursed for all costs incurred for services rendered through 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. To the extent possible, 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 project, if any, without reimbursement, except for costs already incurred for services rendered as of the date of termination.
 - g. Take any other reasonable actions that pertain to performance under this Contract 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

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

As to the AGENCY: University of Central Florida Research Foundation, Inc.
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

Copy to: University of Central Florida Research Foundation, Inc.
Attn: Denisha Pierre, Contract Officer
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246
Denisha.pierre@ucf.edu

**ARTICLE V
INTELLECTUAL PROPERTY, PUBLICATION, AND NO WARRANTIES**

1. Intellectual Property:

- a. The term “Intellectual Property” means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data, databases and works of authorship.
- b. Intellectual Property developed solely by the COUNTY shall be solely and exclusively owned by the COUNTY. Intellectual Property developed solely by the AGENCY shall be solely and exclusively owned by the AGENCY. “Joint Intellectual Property” means any Intellectual Property developed jointly by the COUNTY and the AGENCY under this Contract. Joint Intellectual Property will be owned jointly by the COUNTY and the AGENCY, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship.
- c. “Background Intellectual Property” means Intellectual Property which was in existence, prior to the period of performance of this Contract, or which is subsequently created or developed by a party so long as such creation or development was not in the course of this project. The parties agree that Background Intellectual Property of the COUNTY and the AGENCY is their separate property, respectively, and are not affected by this Contract. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party.
- d. Nothing in the Contract shall circumvent or restrict either party’s pre-existing

obligations with the U.S. government pertaining to any kind of Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either parties, and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

- e. Notwithstanding any provision to the contrary in the Contract, AGENCY shall retain the right to practice any Intellectual Property invention and discovery developed hereunder for its own academic, non-commercial research and teaching purposes.

2. Publication:

Any research or research results generated in conjunction herewith under this Contract shall be published upon review of the COUNTY for its confidential information. The COUNTY shall be provided copies of the proposed publication at least thirty (30) days prior to submission of the manuscript. Should COUNTY not object in writing to such disclosure of its confidential information within thirty (30) days of receipt, the AGENCY shall be free to publish. The AGENCY will furnish the COUNTY with copies of the publication within sixty (60) days after acceptance of such publication.

3. No Warranties

THE AGENCY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD-PARTY RIGHTS. AGENCY MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**ARTICLE VI
ASSIGNMENT AND SUBCONTRACTS**

- 1. The parties deem the Services to be rendered by the AGENCY to be personal in nature. The AGENCY may not assign any rights or duties under this Contract to any other party without the prior written permission of the COUNTY.

2. The AGENCY shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the COUNTY, which shall be attached to the original Contract and subject to such conditions and provisions as the COUNTY may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the AGENCY of such articles, supplies, equipment and services which are necessary and incidental to the performance of the work required under this Contract; and provided further, however, that no provision of this clause and no such approval by the COUNTY of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price contained herein.
3. The AGENCY's outsourced services must ensure compliance with this Contract and the AGENCY cannot make a profit from outsourcing obligations under this Contract.

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

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

Orange County Public School System providing that all Level II requirements are met, including additional background screenings at five (5) year intervals. Upon request, the AGENCY shall submit to the COUNTY written confirmation that such screenings have been conducted and that the results are acceptable to the AGENCY. The AGENCY shall, upon request, provide confirmation of the actual screening results to the COUNTY.

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

ARTICLE VIII INDEMNITY, SAFETY, AND INSURANCE

1. **No Indemnity:** Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. UCFRF, UCF and the County each expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver by UCF or the County. The County and UCFRF acknowledge and agree that UCFRF represents that it is a direct support organization acting on behalf and as an instrumentality of UCF and that, to the extent permitted but without waiver of sovereign immunity beyond the waiver provided under Florida law, UCFRF retains all rights, benefits, and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes, granted to instrumentalities of state agencies. The parties further agree that the cap on the amount and liability of UCF and the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort in section 768.28, Florida Statutes, and that the cap on the amount and liability of UCFRF for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the policy limits of UCFRF's insurance coverage.
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 its institutional policies and procedures set forth by the UCF Department of Environmental Health and Safety.

- 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 subcontractor/consultant of the AGENCY or of UCF that is 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:

- 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. The AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- 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. **Workers’ Compensation Insurance:**

1. The AGENCY represents that it has no employees and that the employees used to provide services under this Contract shall be employees of UCF.
2. The AGENCY additionally represents that it is a “university direct support organization” of UCF pursuant to Section 1004.28, Florida Statutes, and that:
 - (a) UCF’s Board of Trustees, in accordance with the guidelines of the Board of Governors, has prescribed by regulation conditions with which the AGENCY must comply in order to use UCF’s property, facilities, and personal services;
 - (b) Such conditions set forth by UCF’s Board of Trustees expressly permit the AGENCY to use and commit to the use of UCF’s property, facilities, and personal services – including, but not limited to, UCF employees – in order to meet the obligations of this Contract; and
 - (c) The State of Florida is self-insured and, as a state university, UCF participates in the State Risk Management Trust Fund for Workers

Compensation coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Workers' Compensation coverage with limits of \$200,000 each person and \$300,000 each occurrence.

(d) The AGENCY bares the sole responsibility of ensuring that any and all individuals providing services or otherwise performing under this Contract are covered by workers' compensation insurance, be it through UCF's above-stated workers' compensation coverage or otherwise. The AGENCY shall additionally indemnify and hold the COUNTY harmless against any workers' compensation claims that may arise from any such individuals under or in any way related to this Contract.

3. The AGENCY shall require that any of the AGENCY's or UCF's subcontractors/subconsultants providing services hereunder (if any) procures and maintains until the completion of their respective services workers' compensation compliant with the following:

Workers' Compensation – Coverage for the employees of any subcontractors or subconsultants providing services hereunder with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any subcontractor/subconsultant using an employee leasing company shall complete the Leased Employee Affidavit.

- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- j. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
- k. 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).
- l. 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.
- m. 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.
- n. The certificate holder shall read:

Orange County, Florida
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. Upon five business days written notice to AGENCY, books, records, and accounts related to the performance of this Contract will 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. Upon five business days written notice, the AGENCY will 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 to the COUNTY within one hundred and eighty (180) days of the close of the AGENCY’s fiscal year one of the following financial statements:
 - Audited Financial Statements
 - Financial Review in the second year of funding, and each year thereafter for the duration of the Contract

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 written request, all appropriate data needed for the purpose of monitoring, evaluating and/or auditing the program(s), such as, but not limited to, organization names, participant names, pre and post satisfaction data and demographics, participants served, financial management services provided, outcomes achieved, information on materials and services delivered, and any other data required, in the sole discretion of the COUNTY, that may be required to adequately monitor and evaluate the services provided under this Contract. Monitoring shall be performed in accordance with COUNTY's established Noncompliance Standards, a copy of which is attached hereto and incorporated by reference as **Attachment "C"**.
- b. Should any such data require medical or confidentiality releases to be provided to the COUNTY, the AGENCY shall ensure that it obtains such releases on behalf of the COUNTY so that the COUNTY can complete its program monitoring, evaluating, and/or auditing. The COUNTY shall not provide funding for services that it cannot fully validate due to the AGENCY's failure to obtain such releases.
- c. Upon five business days written notice, the AGENCY, during regular business hours, agrees to permit persons duly authorized by the COUNTY to interview any clients and all current and/or former employees of UCF to be assured of the AGENCY's satisfactory performance of the terms of this Contract.
- d. 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.
- e. 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.

- f. 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. Upon five business days written notice, the AGENCY shall provide during regular business hours 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 reserves the right to seek 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:

- a. **The AGENCY hereby waives the Section 1004.28, Florida Statutes, records confidentiality and exemption from disclosure protections for any and all records that the AGENCY generates or otherwise uses when providing services that are in any manner funded by the COUNTY under this Contract. This waiver is limited to the records confidentiality and exemption from disclosure provisions found in Section 1004.28, Florida Statutes, and in no way waives any other records confidentiality or exemptions from disclosure that are otherwise applicable at law.**
- b. Pursuant to Section 119.0701, Florida Statutes, the AGENCY must:
 - (1) Keep and maintain public records required by the COUNTY to perform the service.

- (2) Upon request from the COUNTY, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the COUNTY.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract's term and following completion of the Contract if the AGENCY does not transfer the records to the COUNTY.
- (4) 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.
- (5) 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.
- (6) 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:

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

ARTICLE X CONFIDENTIALITY

1. **Nothing in this “confidentiality” provision shall be construed as impacting or superseding the obligations that either party has to comply with Florida’s broad public records laws in any manner.**
2. Should it be necessary for either party to receive confidential information, the disclosing party agrees only to disclose such information to the receiving party in a manner consistent with applicable law.
3. Prior to disclosing any confidential information to the receiving party, the disclosing party shall – in writing – label such information as “confidential” and additionally provide the receiving party with a written justification as to why such information is to be kept confidential under law. An applicable legal citation shall be included for such justification to be deemed acceptable by the receiving party.
4. The receiving party shall have no obligation under this Contract to keep information that is disclosed out of compliance with this provision as confidential; however, both parties agree to work with one another to protect confidential information in good faith and within the confines of applicable law.
5. Under no circumstances should disclosure of confidential information be made orally under this Contract.
6. If confidential information is disclosed to the receiving party in accordance with this confidentiality provision, the receiving party shall safeguard such confidential information to the fullest extent required by law. The foregoing notwithstanding, if such confidential information is trade secret information, as defined in Florida law, both parties hereby acknowledge that the protection afforded to trade secret information by Section 815.945, Florida Statutes, is incomplete, and agree that no right or remedy for damages arises from any disclosure by the receiving party. Neither party anticipates the exchange of trade secrets. However, if trade secrets are to be exchanged, the disclosing party agrees to obtain approval of such disclosure in writing from the receiving party prior to any exchange of trade secrets.
7. The disclosing party shall hold harmless and indemnify the receiving party, its officials, employees, agents, and representatives from any and all claims, actions, suits, judgments, fines, costs, fees (including attorneys’ fees), or damages arising from or related to the disclosing party’s classification of documentation, materials, information, records, or data in the receiving party’s possession as confidential information, including but not limited to those arising from the receiving party’s non-disclosure of any such documents, materials, information, records, or data pursuant to a public records request. **This provision supersedes any limits on liability that may otherwise be found in this Contract.**
8. Confidential information does not include information that is:

- a. Already known to the receiving party at the time of disclosure as evidenced by written record; or
 - b. Generally available to the public or becomes available to the public through no fault of the receiving party as evidenced by written record; or
 - c. Developed independently of and without reference to the confidential information as evidenced by written record; or
 - d. Received from a third party who had a legal right to disclose such information without restriction as evidenced by written record; or
 - e. Required by law or valid court order to be disclosed.
9. Upon written request of the disclosing party, the receiving party shall promptly return all confidential information of the disclosing party, together with all copies thereof provided, however, that receiving party may retain one (1) copy of confidential information solely for its legal and archival purposes.
 10. The confidentiality obligations set forth in this provision shall survive for a period of three (3) years from the Effective Date.
 11. 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.
 12. 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**”).
 13. The AGENCY shall comply with the Breach Notification rules under the HITECH Act found in 42 U.S.C. §17932.
 14. 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 as outlined in the **Attachment “A”**.
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 until AGENCY has resolved any such non-compliance in accordance with the standards for compliance as indicated in **Attachment “C”**.
- 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 \$175,410.
- 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 a quarterly report form approved by the COUNTY 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 may 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 the AGENCY's repayment of Contract funds, or a reduction or denial of future COUNTY funds.

ARTICLE XIII SCRUTINIZED COMPANIES

- A. By executing this Contract, the AGENCY certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the COUNTY for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Contract, the AGENCY certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Contract is for an amount of one million dollars (\$1,000,000) or more, by executing this Contract, the AGENCY certifies that it is **not**:
 - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The COUNTY reserves the right to terminate this Agreement immediately should the AGENCY be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the COUNTY for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the COUNTY for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Contract with the COUNTY.

ARTICLE XIV 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 Article shall be incorporated into and become a part of the subcontract.

**ARTICLE XV
OTHER CONDITIONS**

- 1. **Authority of Signatory:** Each signatory below represents and certifies 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. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Contract.

4. **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. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the parties hereby agree that venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.
5. **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.
6. **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.
7. **Liability:** Neither party shall be liable to the other 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.
8. **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.
9. **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.
10. **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 the AGENCY or any of the AGENCY's employees (if any), or between the COUNTY and UCF or any of UCF's 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.
11. **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 Orange County Code.

12. **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.
13. **Program Location:** All program(s) and service(s) shall be located in appropriate settings that are convenient, safe, clean and well maintained.
14. **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.
15. **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 sent within thirty (30) days, and 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.
16. **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, UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION. INC. B 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.

17. **Requested Information:** The AGENCY must submit requested documents to the COUNTY within five (5) business days. If the AGENCY requires that their board approve the release of said requested documents to the COUNTY, it must be obtained within five (5) normal COUNTY working days. Failure to provide requested documents to the COUNTY within five (5) normal COUNTY working days may result in the COUNTY stopping payment of funds or terminating this Contract.
18. **Incident Reporting and Client Risk Prevention:** An incident report shall be created and maintained at the AGENCY, for purposes related to this Contract only, 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.
19. **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. COUNTY and AGENCY may not use each other's name or trademarks in any promotion, statement, advertisement, press release, or communications to the general public or any third party without each other's express written consent, which must be received at least one week before use. Consent will be obtained from Robert Wells, Interim Director of Communications, UCF Office of Research. Robert.Wells@ucf.edu, 407-823-0861. The COUNTY shall include the statement: "This program is a collaboration with the University of Central Florida", or similar language approved by the AGENCY 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 AGENCY services are used as part of the program.

20. **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.
21. **Unauthorized Purpose:** The AGENCY shall not use the COUNTY's funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.
22. **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.
23. **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.
24. **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.
25. **Field Trips:** The 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.
26. **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.
27. **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.
28. **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"**.

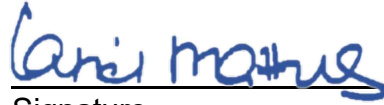
29. **Entire Agreement:** This Contract, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Signature

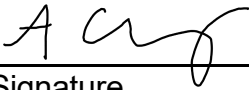
Carrie Mathes, Procurement Manager

Name and Title

2.15.2023

Date

**UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.**



Signature

Amanda Coveney, Assistant Director

Name and Title

2/3/2023

Date

ATTACHMENT A**Scope of Work****University of Central Florida Research Foundation, Inc.**

The amount to be paid to the University of Central Florida Research Foundation, Inc. (UCFRF), (hereinafter AGENCY) for services rendered is \$175,410 for the cost of personnel and all other related operating costs, including an administrative cost not to exceed twenty-five percent (25%) of the total award for services associated with managing the funding allocated for the pilot project, Financial Management for Nonprofits Seminar Series in addition to the Financial Management for Nonprofits Workshop, ensuring that the funding is expended in the most effective and efficient manner possible, and ensuring that the amount of funding allocated is not over expended. As indicated in Article VIII and Article X, COUNTY understands and agrees that AGENCY does not have any employees and that all personnel performing under this Agreement are employees or agents of UCF.

Project I: Financial Management for Nonprofits Seminar Series**Services to be Rendered**

The AGENCY shall conduct an eight (8) week Financial Management for Nonprofits Seminar Series to orient Orange County Citizens' Commission for Children (hereinafter COUNTY) funded nonprofit agencies about financial management practices and finance administration. The Financial Management for Nonprofits Seminar Series will be delivered for an eight (8) week period on-site at the UCF Downtown Campus and/or online to ensure accessibility for designated participants. Training shall use, but not limited to, instructor-led and web-based engagement methods and shall be made available for up to thirty (30) participants from fifteen (15) COUNTY funded agencies (Two (2) representatives from each). The goal of the Financial Management for Nonprofits Seminar Series is to help nonprofits better compete for awards, competently administer the financial awards entrusted to them, then to be audit ready upon completion of sponsored award requirements.

The AGENCY shall submit a project timeline for all activities associated with the provision of the Financial Management for Nonprofits for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the Financial Management for Nonprofits shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than September 30th.

Recruitment and Selection of Project Participants

The participating agencies will be assigned based the recommendations from the COUNTY. The COUNTY will provide the AGENCY with an approved list of participants.

Training for Nonprofit Agencies and Deliverables

The AGENCY will design, develop, and deliver education and training content (lesson plans and instructional materials, exercise or practice sheets, review and testing materials, and a participant guide) then present a seminar series once a year for two years.

The AGENCY faculty, staff, and/or graduate research assistants will address technical assistance needs identified in the initial comprehensive self-assessment completed by each nonprofit agency. The seminar series will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the training.

The Seminar Series Instructional Modules

The eight-week seminar series will consider the following topics in a modular format, providing both knowledge and practical learning objectives:

- TOPIC 1: The Era of Performance Accountability
- TOPIC 2: Programs and Program Structures
- TOPIC 3: Nonprofit Financial Statements
- TOPIC 4: Budgeting
- TOPIC 5: Costing Programs & Services
- TOPIC 6: Forecasting
- TOPIC 7: Differential Cost Analysis
- TOPIC 8: Setting Fees
- TOPIC 9: Government, Foundation, & Private Grants
- TOPIC 10: Government Contracts
- TOPIC 11: Risk Management
- TOPIC 12: Audits

Certificate of Completion

The AGENCY shall award a certificate of completion to each funded agency at the successful completion of the Financial Management for Nonprofits Seminar Series.

End-of-Project I Reporting

By September 30th, the AGENCY shall also provide the COUNTY a Final Project report detailing the project outcome. The report will include description of the delivery timeline – recruitment through completion; a general assessment of the participants and their engagement of the material (quantitative and qualitative) through pre and post assessments; a summary of the seminar critique surveys and a description of any proposed adjustments to the course for the next delivery.

Project II: Financial Management for Nonprofits Workshop

Services to be Rendered

The AGENCY shall conduct a pilot project workshop, the Financial Management for Nonprofits Workshop, to orient Orange County Citizens' Commission for Children (hereinafter COUNTY) funded nonprofit agencies about financial management practices and finance administration. The Financial Management for Nonprofits Workshop will be delivered in a mixed-mode delivery format to include an in-person half day workshop and web-based training, to improve accessibility. The workshop shall be provided no later than October 31st.

The in-person training will take place on-site at the UCF Downtown Campus to sixty (60) participants from thirty (30) COUNTY funded agencies (Two (2) representatives from each). The in-person portion of the training will be presented on three (3) separate dates to accommodate twenty (20) participants for each workshop. The web-based portion of the workshop, shall be interactive and provide opportunities for participants to test their knowledge.

The goal of the Financial Management for Nonprofits Workshop is to provide a high-level overview to serve as a basis in preparation for the Orange County contract building and implementation process. The training shall focus on financial management practices on how to be a responsible steward of awarded grant funding and how to build and maintain a stable and fiscally sound organization.

The AGENCY shall submit a project timeline for all activities associated with the provision of the Financial Management for Nonprofits for approval by the COUNTY prior to commencement of activities. All activities for the coordination and execution of the Financial Management for Nonprofits shall begin upon Contract execution and shall conclude with the submission of the final report to the COUNTY, no later than December 31st.

Recruitment and Selection of Project Participants

The participating agencies will be assigned based on funding recommendations from the COUNTY's Citizens' Review Panel. The COUNTY will provide the AGENCY with an approved list of all funded agencies for the upcoming Contract Term.

Training for Nonprofit Agencies and Deliverables

UCF faculty, staff, and/or graduate research assistants will address technical assistance needs identified in the initial comprehensive self-assessment completed by each nonprofit agency. The workshop will include pre/post surveys to evaluate the level of increased knowledge, skills, and abilities gained from the training.

The in-person workshops and web-based content shall provide an overview of the following financial topics:

1. **The Era of Performance Accountability:** Understanding of nonprofit's reporting

obligation to its funders and commitment to ethical principles to achieve financial stability.

2. **Government, Foundation, & Private Grants.** Understanding the different types of funding resources and the importance of maintaining separation of funds through established internal controls.
3. **Costing Programs and Program Structures.** Aligning the program structure and services with the scope of work, ensuring proposed services are delivered for the timeframes indicated. Identifying the costs directly associated with the service delivery, including an understanding of allowable and disallowable expenses.
4. **Budgeting.** Understanding the components of a budget and the importance of creating and adhering to an effective operating budget as well as forecasting for the future.
5. **Fundraising.** Understanding the importance of having diverse and balanced funding streams and how this interacts with generating cash flow and a funding reserve.
6. **Financial Statements and Audits.** Understanding monitoring and contractual obligation to participate in and provide periodic financial reviews and/or audits to demonstrate financial integrity and transparency.
7. **Risk Management.** Understanding potential threats to the organization and proactively safeguarding by securing and maintaining proper insurance coverage.

Certificate of Completion

The AGENCY shall award a certificate of completion to each funded agency at the successful completion of the Financial Management for Nonprofits Workshop.

End-of-Project II Reporting

By December 31st, the AGENCY shall also provide the COUNTY a Final Project report detailing the project outcome. The report will include description of the delivery timeline; a general assessment of the participants and their engagement of the material (quantitative and qualitative) through pre and post assessments; a summary of the seminar critique surveys and a description of any proposed adjustments to the course for the next delivery.

ATTACHMENT B AUTHORIZED AGENT

AGENCY:	UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
AGENCY ADDRESS:	12201 Research Parkway, Suite 501 Orlando, FL 32826-3246
AGENCY TELEPHONE NUMBER:	407-463-1404
AGENCY FAX NUMBER:	N/A
AUTHORIZED AGENT:	Amanda Coveney
TITLE:	Assistant Director
E-MAIL ADDRESS:	Amanda.Coveney@ucf.edu

ATTACHMENT C**NONCOMPLIANCE STANDARDS**

The AGENCY may be found noncompliant by the COUNTY'S CCC, only if such reasons are applicable to the terms and conditions of the Contract 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.

ATTACHMENT C (CONT'D)

NONCOMPLIANCE STANDARDS

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.

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, or from seeking any other remedies available to the COUNTY whether such remedies are under this Contract, at law, or in equity.

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT Y23-2042

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Exhibit B**VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

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

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

E VERIFICATION CERTIFICATION

Contract Y23-2042

NAME OF CONTRACTOR:

University of Central Florida Research Foundation, Inc.

(referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

12201 Research Parkway, Suite 501, Orlando, FL 32826

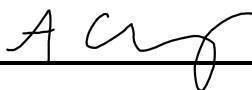
The undersigned does hereby certify that the above named contractor:

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

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

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

**AUTHORIZED
SIGNATURE:**



NAME:

Amanda Coveney

TITLE:

Assistant Director

DATE:

2/3/2023
