

CONTRACT Y24-2033
between
ORANGE COUNTY, FLORIDA
and
SHE-LION FOUNDATION, INC.
related to
PROVISION OF COMMUNITY SERVICES

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CONTRACT Y24-2033

between

ORANGE COUNTY, FLORIDA

and

SHE-LION 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 (the “**COUNTY**”), and **SHE-LION FOUNDATION, INC.** a not for profit corporation organized under the laws of the State of Florida, located at 9401 WEST COLONIAL DRIVE, OCOEE, FL 34761 (the “**AGENCY**”). The COUNTY and the AGENCY may be referred to individually as “**party**” or collectively as “**parties**”.

Article I: Grant Award, Agency Obligations, Facility Use, and Documentation

1. Grant Award

This Contract is the COUNTY’s chosen method of issuing a county-funded grant award to the AGENCY pursuant to the COUNTY’s Citizens’ Review Panel administered by the Orange County Citizens’ Commission for Children Division (the “**CCC**”). Nothing in this Contract provides the AGENCY with any entitlements, rights, or privileges found under any procurement law, rule, regulation, ordinance, or policy. Decisions by the COUNTY to issue grant awards such as the one issued through this Contract are purely within the COUNTY’s sole discretion and shall be based upon the availability of funding, what the COUNTY believes to best serve the COUNTY’s funding objectives, and the public welfare.

2. Agency’s Obligations

a. Services to be Performed

(1) The AGENCY shall provide services as outlined in “**Exhibit A**” (the “**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. Authority to Practice

(1) The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under this Contract, that it will at all times conduct its activities in a reputable manner, and that it will at all times during the term of this Contract remain in good standing with any and all regulatory agencies that regulate its activities.

(2) Proof of such licenses and approvals shall be submitted to the COUNTY upon request. Failure by the COUNTY to request such proof of licensure and approvals shall in no manner be construed as alleviating the AGENCY’s obligations pursuant to this provision, nor shall it be construed as shifting or imposing any liability onto the COUNTY.

c. Skillful and Licensed Provision of Services

All services or work provided pursuant to this Contract shall be performed by the employees, volunteers, associates, or agents of the AGENCY (or of any subcontractor of the AGENCY) in a professional and skillful manner. Any employee, volunteer, associate, or agent of the AGENCY (or of any subcontractor of the AGENCY) whose performance under this Contract requires licensure shall have such valid and active licensure for the full duration of their performance under this Contract.

d. Sufficient Staffing

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 this Contract.

e. Agency or Program Modifications

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

f. 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.

g. Participant List

The AGENCY agrees to maintain an accurate list of all participants involved in the program on file and shall be made available to the CCC Division Manager upon request within five (5) county business days.

h. 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 the *Noncompliance Standards* attached in "Exhibit C".

i. Code of Conduct

The AGENCY shall be responsible for adopting and maintaining a code of conduct in accordance with the expectations outlined and certified to by the AGENCY in "Form 1".

j. 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 Services and 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.

k. E-Verify Use and Registration Certification

Pursuant to Section 448.095, Florida Statutes, the AGENCY must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The AGENCY must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. Such certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached as “**Form 2**”. Violation of s. 448.095, Florida Statutes, may result in the immediate termination of this Contract.

l. Public Entity Crimes

The AGENCY represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Contract will not violate that statute. The AGENCY shall submit a certification that it is and shall remain in compliance with such statute by use of the *Public Entities and Scrutinized Companies Certification* document found attached as “**Form 3**”. Violation of Section 287.133, Florida Statutes, may result in the immediate termination of this Contract.

m. Scrutinized Companies

The AGENCY represents that it is familiar with the requirements and prohibitions of the Prohibition Against Contracting with Scrutinized Companies found in Section 287.135, Florida Statutes, and that its entry into this Contract will not violate that statute. The AGENCY shall submit a certification that it is and shall remain in compliance with such statute by use of the *Public Entities and Scrutinized Companies Certification* document found attached as “**Form 3**”. Violation of Section 287.135, Florida Statutes, may result in the immediate termination of this Contract.

3. County Facility Use

a. The COUNTY:

- Will not** be providing a designated space to the AGENCY for the provision of the Services.
- Will** be providing a designated space to the AGENCY for the provision of the Services. That space is located at: _____.

b. If the AGENCY will be using a designated space provided by the COUNTY, then the AGENCY hereby acknowledges and understands that it will need to execute a separate License Agreement with the COUNTY regarding its use of such space and that if it fails to execute such separate License Agreement within five (5) county business days of receiving it from the COUNTY that the COUNTY reserves the right to reallocate such space for another use or purpose.

c. 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.

4. Required and Requested Documentation

- a. 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. The AGENCY must submit documents requested by the COUNTY to the COUNTY within five (5) county business days. If the AGENCY requires that their board approve the release of said requested documents to the COUNTY, board approval must be obtained within five (5) county business days. Failure to provide requested documents to the COUNTY within five (5) county business days may result in the COUNTY withholding payment of funds or terminating this Contract.

Article II: Technical Assistance and Capacity Building Requirements

1. Technical Assistance

Anything in this Article notwithstanding, the AGENCY agrees to accept technical assistance from the 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.

2. Applicability of Capacity Building Requirements

In order to be eligible to receive funding under this Contract:

- The AGENCY **is required** to enroll and participate in capacity building activities with the Edyth Bush Institute ("EBI"), or another capacity building service provider of the COUNTY'S choosing.
- The AGENCY **is not required** to enroll and participate in capacity building activities with the EBI, or another capacity building service provider of the COUNTY's choosing.

3. County's Right to Require Capacity Building

The above selection notwithstanding, the AGENCY acknowledges and agrees that the COUNTY reserves the right to, at any time during the Contract Term, require that the AGENCY enrolls and participates in capacity building activities provided by the COUNTY should the COUNTY, using its sole discretion, believe such requirement would best serve the COUNTY's programmatic and funding objectives. The AGENCY also acknowledges and agrees that the COUNTY additionally reserves the right to impose such requirement by withholding payment or termination of this Contract.

Article III: Term, Renewals and Extensions, and Failure to Commence

1. Term

The term of this Contract (the "**Contract Term**") shall be from Contract Execution ("**Term Start Date**") through September 30, 2024 ("**Term End Date**") contingent upon appropriation of funds by the Orange County Board of County Commissioners. The Contract Term shall be divided into the following "**Contract Year(s)**":

Contract Year 1	Upon Contract Execution – September 2024
Contract Year 2	October 2024 – September 2025
Contract Year 3	October 2025 – September 2026

2. Renewals and Extensions

There are no renewals authorized for this Contract. Extensions may be granted by the COUNTY at its sole discretion and shall take the form of a mutually executed written extension. The AGENCY therefore hereby acknowledges and understands that it should have no expectation of renewal or extension of this Contract.

3. Failure to Commence

- a. The COUNTY relied upon material representations made by the AGENCY that it would begin providing the Services within a reasonable time period after the Term State Date when entering into this Contract with the AGENCY. To that end, should the AGENCY fail to begin providing the Services within three (3) months of the Term Start Date without prior written approval from the CCC Division Manager or their designee, this Contract shall terminate.
- b. The CCC Division Manager may, using their sole discretion, determine that granting an extension to the AGENCY of the above-stated three (3) month period would best serve the COUNTY’s funding objectives, in such a circumstance, the CCC Division Manager shall provide the AGENCY with a revised date by which Services must commence.
- c. If certain Services in the *Scope of Work* attached as “**Exhibit A**” have a contemplated service commencement date that is later than three (3) months after the Term Start Date, for example, student-based summer programs, then this “Failure to Commence” provision does not apply for those specific Services.

Article IV: Payment Terms

1. Generally

- a. Payments made by the COUNTY to the AGENCY pursuant to this Contract shall not exceed \$150,000 (the “**Award Amount**”) over the entire term of the Contract, nor shall such payments exceed a third of the Award Amount per each Contract Year.
- b. Regardless of the method of payment selected, 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 “**Exhibit A**”.
- c. The AGENCY understands and agrees that the units of the Services provided to the Clients are on an “as needed basis”, and that the dollar values referred to in this Contract do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.
- d. 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.

2. Payment

a. Method of Payment

- Performance-based quarterly payments.
- Monthly reimbursement.

b. Advance Payments

- No advance payments.
- One-time advance payment of \$ 5,000 for Contract Term.
- One advance payment of \$ _____ per Contract Year.

c. Performance-Based Quarterly Payments

If the payment shall be made by Performance-Based Quarterly Payments, the COUNTY shall:

- (1) Pay the AGENCY in four (4) quarterly payments per Contract Year, beginning on the first month of the Contract Term. The AGENCY shall provide the COUNTY with supporting documentation quarterly, which shall include the total units of Services provided. The COUNTY will use such supporting documentation to validate and reconcile the previous quarterly payment.
- (2) The COUNTY reserves 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) Any payments provided to the AGENCY by the COUNTY that have not been properly expended by the AGENCY or adequately reconciled with the COUNTY by the end of the Contract Term shall be returned to the COUNTY no less than ninety (90) calendar days from the expiration of the Contract Term.

d. Payments by Monthly Reimbursement

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

- (1) 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.
- (2) Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full from any previous contracts 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.

e. Advances

If an advance payment is authorized for this Contract:

- (1) For one-time advances for the Contract Term, the COUNTY shall provide any such advance(s) to the AGENCY upon execution of this Contract and a duly executed Delivery Order that has been processed per the terms outlined in the *Scope of Work* in "**Exhibit A**". If per Contract Year advances are approved, such advances shall be paid upon execution and at the beginning of each subsequent Contract Year.

- (2) The AGENCY shall present proof of Fidelity & Employee Dishonesty Insurance with a limit of not less than the Award Amount. This insurance requirement may be waived or adjusted in writing by the COUNTY's Risk Management Division.
- (3) The COUNTY reserves the right to: (i) adjust compensation to the AGENCY in accordance with this Contract, with such adjustment being based on the actual or projected delivery of units of the Services or noncompliance of the terms and conditions provided for in this Contract; and (ii) demand that the AGENCY return the full remaining balance of any grant award funds advanced, should the AGENCY fail to timely submit the any reports required under this Contract.

3. Additional Payment Terms

a. Sufficient Resources

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.

b. Repayment

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) calendar 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.

c. Availability of Funding

The obligation of the COUNTY to proceed under this Contract is conditioned upon the appropriation of funding by the Orange County Board of County Commissioners. If the funding anticipated for the fulfillment of this Contract is, at any time, not forthcoming or insufficient, the COUNTY shall have the right to terminate this Contract without damage, penalty, cost, or expenses to the COUNTY of any kind whatsoever. The effective date of termination shall be as specified in the COUNTY's notice of termination. The COUNTY shall have final authority over whether such funding is available.

d. Unauthorized Purpose

The AGENCY shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the grant award issued through this Contract; any and all inherently religious activities must be offered separately, in time or location, from the grant-funded services; and participation in any inherently religious activities must be purely voluntary for the beneficiaries of the grant-funded services; therefore, the AGENCY shall not implicitly or explicitly condition receipt of any services funded in whole or part by the grant award issued through this Contract on either: participation in any inherently religious activities; or membership in or affiliation with any particular faith or religion.

e. 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 CCC Division Manager.

f. Field Trips

Orange COUNTY funds may not be used to support any overnight and/or out of Central Florida travel, unless approved by the CCC Division Manager 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.

4. Fees and Revenue:

- a. Should the AGENCY decide to collect or generate fees for the programs or services funded by the COUNTY under this Contract, AGENCY shall immediately notify the COUNTY of such decision in writing with appropriate justification.
- b. Any and all fees generated or collected by the AGENCY's for programs or services funded by the COUNTY under this Contract shall be reported to the COUNTY on a quarterly report form approved by the COUNTY. Such form shall indicate all revenue generated from the collected fees.
- c. The COUNTY will reduce the AGENCY's Award Amount as a result of the revenue generated by such fees unless the AGENCY utilizes them to provide the programs or services funded by the COUNTY under this Contract. Any such fees that have not been used by the end of the Contract Term must either: (1) continue to be used by the AGENCY to provide the programs or services funded by the COUNTY under this Contract until exhausted; or (2) be paid to the COUNTY.
- d. The AGENCY may not use any such collected or generated 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.
- e. 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.
- f. 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 V: Reporting and Invoicing

1. Generally

a. Reports and Invoice Frequency

- Invoicing due on a **monthly** basis.
- Reporting on a **quarterly** basis as further defined in the reporting schedule below.
- Reporting due on a **monthly** and **quarterly** basis as further defined in the reporting schedule below.

b. Invoicing due on a Monthly Basis

If invoicing on a monthly basis, the AGENCY shall submit to the COUNTY complete, accurate, and programmatic monthly reports and accompanying original invoices on the AGENCY’s letterhead requesting reimbursement for services provided on or before the 20th of the month following the previous month for reimbursement payment.

- (1) Monthly reports shall enclose supporting documentation including, but not limited to, the following: back-up documentation noting validation of units of service provided, total unduplicated and new clients served.
- (2) The accompanying monthly invoices shall include, at a minimum, the following information: bill to the Orange County Citizens’ Commission for Children, program name, contract number, delivery order number, invoice number, reporting period, month of service, number of clients served, and number of units provided.
- (3) The invoice shall also specify who the checks should be made payable to and the signature of the AGENCY’s authorized agent, with the signature date. **Due the ending of the COUNTY’s fiscal year, reports for the month of September are due on or before October 10th for reimbursement payment.**

c. Quarterly Reporting

If reporting is due on a quarterly basis, the AGENCY shall submit to the COUNTY a complete and accurate Quarterly Report in a format provided by the COUNTY, with supporting documentation, on or before the due date outlined below that is based on the Contract start date:

Contract Term Start Date	Quarterly Report 1	Quarterly Report 2	Quarterly Report 3	Quarterly Report 4
January	Due April 10 th to include Jan., Feb., Mar.	Due July 10 th to include April, May, Jun.	Due October 10 th to include July, Aug., Sept.	Due January 10 th to include Oct., Nov., Dec.
October	Due Jan. 10th to include Oct., Nov., & Dec.	Due April 10th to include Jan., Feb., & March	Due July 10th to include April, May, & June	Due Oct. 10th to include July, Aug., & Sept.

2. Supporting Documentation

The supporting documentation for both monthly and quarterly reports shall include unique client ID for proper documentation of clients that have received services. The Units of Service reported shall have a direct relationship with the performance measures that are being tracked and reported to the COUNTY, or, if not related, the Units of Service will not be accepted for payment.

3. Required Program Participant Survey

The AGENCY shall develop a survey(s), in a format approved by the COUNTY, to elicit feedback from program participants, parents, and/or stakeholders to assist in the enhancement of the AGENCY’s delivery of the Services. Surveys shall be administered at least two (2) times a year to program participants. A copy of the compiled survey results and comments shall be submitted during the 2nd and 4th Quarter.

4. Program Outcomes

If the *Scope of Work* in “**Exhibit A**” requires the AGENCY to biannually report on Program Outcomes approved by the COUNTY, and if those Program Outcomes are not attained, the AGENCY shall submit a corrective action plan to the COUNTY. The Agency shall be responsible for generating and maintaining adequate and verifiable documentation to support and serve as evidence of its meeting of the Program Outcomes data to the County.

5. Financial Reporting

- a. If the AGENCY has an annual operating budget that exceeds three-hundred thousand dollars (\$300,000.00) then it shall receive and submit to the COUNTY an Audited Financial Statement within one hundred and eighty (180) calendar days of the close of each of the AGENCY’s fiscal years.
- b. If the AGENCY has an annual operating budget that is three-hundred thousand dollars (\$300,000.00) or less, then it shall receive a Financial Review in the second and third Contract Years and submit the report of such to the COUNTY within one hundred and eighty (180) calendar days of the close of each of the AGENCY’s associated fiscal years.
- c. The financial reports noted in the above provisions 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) calendar 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 or other requisite financial reports.
- d. Proof of Tax Status. The AGENCY is required to submit to the County the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within six (6) months after the AGENCY’s fiscal year end.

6. Submittal of Reports and Invoices

- 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 “**Exhibit C**” of this Contract, and may result in the withholding of payment.
- b. The COUNTY reserves the right to accept or deny any revisions to the programmatic report. The AGENCY shall submit reports with the current date of submittal or will be required to resubmit the report with the accurate date.
- c. Deficiencies with programmatic reporting are considered breaches of this Contract and are subject to penalty as indicated in “**Exhibit C**” of this Contract. This subparagraph in no way limits the COUNTY’s right to terminate this Contract pursuant to this Contract’s termination provisions.

Article VI: Assignments and Subcontracting

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: Recordkeeping

1. Generally

- a. In the performance of this Contract, the AGENCY shall establish and maintain separate books, records, and accounts of all activities related to this Contract, in compliance with generally accepted accounting principles (“GAAP”) and record maintenance procedures.
- b. Books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the AGENCY for a period of five (5) years after termination of this Contract. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings.
- c. For the purposes of this Contract, “books, records, and accounts related to the performance of this Contract” shall include, but shall not in any way be limited to:
 - (1) Detailed invoices, cancelled checks, payroll journals, and bank statement reconciliations;
 - (2) Records of board members by date of appointment, race and sex;
 - (3) Records of employees by job classification, name, date of hire, race and sex;
 - (4) Records regarding clients served, services provided, performance measure outcomes achieved, information on materials and services delivered; and
 - (5) Any other records that are in any way related to the AGENCY'S performance of this Contract.

2. Public Records Compliance Requirement

Pursuant to Section 119.0701, Florida Statutes, the AGENCY must:

- a. Keep and maintain public records required by the COUNTY to perform the service.
- b. Upon request from the COUNTY, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the COUNTY.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract's term and following completion of the Contract if the AGENCY does not transfer the records to the COUNTY.

- d. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of the AGENCY or keep and maintain public records required by Contract to perform the service.
- e. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of this Contract, the AGENCY shall meet all applicable requirements for retaining public records.
- f. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT: OFFICE OF PROFESSIONAL STANDARDS, PUBLIC RECORDS UNIT, 450 E. SOUTH STREET, SUITE 360, ORLANDO, FLORIDA 32801, PHONE: (407) 836-5400, EMAIL: PUBLICRECORDUNIT@OCFL.NET.

3. Confidentiality

- a. 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.
- b. 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”).
- c. The AGENCY shall comply with the Breach Notification rules under the HITECH Act found in 42 U.S.C. §17932.
- d. The AGENCY shall have all individual(s) and client(s) of the Services provided pursuant to this Contract, or if applicable legal guardians of such individual(s) and client(s), sign a release or authorization that expressly permits the COUNTY to access the PHI and PII of such individual(s) and client(s) for Contract monitoring and auditing purposes. The COUNTY hereby reserves the right to deny payment for any costs the AGENCY incurs in its provision of otherwise grant funding-eligible services to any individual(s) or client(s) for whom the AGENCY does not have such a valid and current release or authorization as required by this provision.

Article VIII: Monitoring and Evaluation

- 1. The COUNTY reserves the right to monitor, or have its designee monitor, the AGENCY to confirm adequate performance and delivery of units of service or performance measure outcomes. The COUNTY further reserves the right to suspend payment immediately following any monitoring the AGENCY if documentation that substantiates performance measure 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.

2. The AGENCY shall make its records custodian available to the COUNTY 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.
3. The COUNTY shall forward to the AGENCY a *Notice of Noncompliance*, as referenced in "**Exhibit 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.
4. The AGENCY shall expeditiously provide to the COUNTY upon request, all data needed for the purpose of monitoring, evaluating, and/or auditing the program(s). This data shall include, but not be limited to, clients served, services provided, performance measure 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 "**Exhibit C**".
5. The AGENCY agrees to permit persons duly authorized by the COUNTY to interview any clients and all current and/or former employees of the AGENCY to be assured of the AGENCY'S satisfactory performance of the terms of this Contract.
6. Following such evaluation or monitoring, 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 CCC Division Manager or their designee, a corrective action plan to rectify all deficiencies identified by the COUNTY.
7. 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.
8. The AGENCY shall cooperate with the COUNTY on all reviews to ensure compliance with all applicable COUNTY guidelines and requirements for general fund recipients.

Article IX: Audits and Audit Remedies

1. The COUNTY, the Orange County Comptroller (the "**Comptroller**"), or the authorized designee of either the COUNTY or the Comptroller, shall have the right to audit the AGENCY's use of funds disbursed under this Contract, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The AGENCY shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller or its designee to perform such audit.
2. 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.

3. The COUNTY shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief; the right to terminate contribution payments; and payment of restitution for any funds utilized by the AGENCY in a manner which is not in conformance with the terms of this Contract.

Article X: Indemnity, Liability, and Safety

1. Indemnity

To the fullest extent permitted by law, the AGENCY shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the AGENCY or its subcontractors (if any), anyone directly or indirectly employed by the AGENCY or its subcontractors, or anyone for whose acts the AGENCY or its subcontractors may be liable. Nothing contained herein shall constitute a waiver by the COUNTY of sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes.

2. Liability

Unless otherwise explicitly stated in this Contract, in no event shall the COUNTY be responsible to the AGENCY for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Contract.

3. 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:
 - (1) All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
 - (2) All property, materials, and equipment on the premises under the care, custody or control of the AGENCY; and
 - (3) 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:

- (1) Occupational Safety & Health Act (“**OSHA**”)
- (2) National Institute for Safety and Health (“**NIOSH**”)
- (3) National Fire Protection Association (“**NFPA**”)

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

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

- e. 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.

4. 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 435.04, 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.

5. Incident Reporting and Client Risk Prevention

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

Article XI: Independent Contractor, Non-Agent AGENCY, and Third Parties

1. Independent Contractor

It is understood and agreed that nothing contained in this Contract is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the AGENCY as the agent, representative, or employee of the COUNTY for any purpose or in any manner whatsoever. The AGENCY is to be, and shall remain, an independent contractor with respect to all services performed under this Contract, and that any individuals hired, or performing services or work, pursuant to this Contract shall be considered to be the employee of the AGENCY for all purposes, including but not limited to for any workers' compensation matters.

2. Non-Agent Agency

The Orange County Board of County Commissioners has not delegated to any county officer or employee the authority to appoint any agent on the COUNTY's behalf regarding the subject matter of this Contract. Accordingly, nothing in this Contract is intended to, or shall be construed as to, appoint the AGENCY as an agent of the COUNTY. Additionally, no review or approval of the AGENCY's services, requests for reimbursement, reports, or records by the COUNTY may be construed as the COUNTY appointing the AGENCY as an agent of the COUNTY.

3. No Third-Party Claims

Nothing in this Contract, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Contract. Moreover, the COUNTY, and the employees and/or contractors of each of the COUNTY, shall be held harmless from liability to any third parties for claims asserted under this Contract.

Article XII: Insurance

1. 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.

2. The AGENCY shall require and ensure that each of its subcontractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
3. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:
 - Workers' Compensation** – The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, as set forth in the Florida Statutes, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY if services are being provided at COUNTY facilities. Elective exemptions, as defined in Florida Statute 440, will be considered on a case-by-case basis. Any AGENCY using an employee leasing arrangement shall complete and submit the Leased Employee Affidavit attached herein as "**Form 4**".
 - Commercial General Liability** – The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors and vulnerable adults. The General Aggregate shall either apply separately to this Contract or shall be at least twice the required occurrence limit.
 - Business Automobile Liability** – The AGENCY shall maintain coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the AGENCY does not own automobiles, the AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - Professional Liability (if applicable)** – If the Agency provides professional services (i.e., medical, counseling, legal, etc.), it shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.
4. For policies written on a "Claims-Made" basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period ("**SERP**") during the life of this 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.
5. 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.
6. 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.

7. 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.
8. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
9. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.
10. 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).
11. 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.
12. 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.
13. The certificate holder shall read:

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

Article XIII: Termination

1. Termination for Convenience

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

2. 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.

3. Opportunity to Cure

The COUNTY may, at its sole discretion, provide the AGENCY with an opportunity to cure a breach of this Contract. If the AGENCY fails to cure the breach to the COUNTY's sole satisfaction within the time provided in any "Notice to Cure" issued, the COUNTY may terminate this Contract for cause. The COUNTY reserves the right to use deficiency notices provided under the *Noncompliance Standards* attached as "**Exhibit C**" in lieu of notices to cure.

4. In the Event of Termination

After receipt of a notice of termination, except as otherwise directed, the AGENCY shall:

- a. Remit to the COUNTY, within fourteen (14) calendar days, any advanced funds paid, prorated as of the date of termination.
- b. Stop working under this Contract on the date of receipt and to the extent specified in the notice of termination.
- c. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
- d. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
- e. Handle all property as directed by the COUNTY.
- f. Finalize all necessary up to date reports and documents required under the terms of this Contract up to the date of termination, up to and including the final expenditure report due at the end of the Contract, if any, without reimbursement beyond that due as of the date of termination for services rendered to the termination date.
- g. If the *Scope of Work* attached as "**Exhibit A**" includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if the County deems such transference to be necessary.
- h. Take any other actions as directed in writing by the COUNTY.

Article XIV: 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: SHE-LION FOUNDATION, INC.
9401 WEST COLONIAL DRIVE
OCOOE, FL 34761

Article XV: General Conditions

1. Attorneys' Fees and Costs

Unless otherwise expressly 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 action or proceeding arising out of or relating to this Contract (an "**Action**").

2. Conflicts

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

3. Construction and Representations

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract which are not specifically set forth in this Contract.

4. Counterparts and Electronic Transmission of Signatures

This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

5. Debarment and Suspension

The COUNTY reserves the right to debar, suspend, or debar and suspend the AGENCY in accordance with Section 17-314 ("Suspension and Debarment") of the Orange County Code should the AGENCY fail to meet the standards as outlined in that Section of the COUNTY's Code.

6. Electronic Signatures

Each party agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

7. Governing Law

This Contract shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

8. Headings

The headings or captions of articles, sections, or subsections used in this Contract, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

9. Jury Waiver

Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

10. Remedies

No remedy conferred upon any party in this Contract 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.

11. Severability

The provisions of this Contract are declared by the 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 negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

12. Signatory

Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this 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.

13. 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.

14. Venue

Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

15. Waiver

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

16. Written Modification

Unless otherwise provided for in this Contract, no modification of this Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party. 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.

Article XVI: Documents Attached and Incorporated

The following documents are attached to this Contract, incorporated either by attachment or reference, and hereby form a material part of this Contract:

1. All documents, materials, and information provided to the COUNTY as part of the "Contract Building Packet" submitted by the AGENCY through the COUNTY's online portal, including any further amendments or revisions to such documents, materials, or information that are mutually agreed upon, in writing, by both parties.
2. The following forms and exhibits:
 - Form 1: Code of Conduct Certification**
 - Form 2: E-Verify Use and Registration Certification**
 - Form 3: Public Entities and Scrutinized Companies Certification**
 - Form 4: Leased Employee Affidavit Form**
 - Form 5: Authorized Agent Form**
 - Exhibit A: Scope of Work**
 - Exhibit B: Performance Measures Menu [INTENTIONALLY LEFT BLANK]**
 - Exhibit C: Noncompliance Standards**

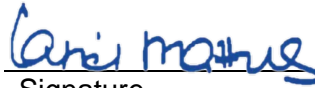
Article XVII: Entire Agreement

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

- Carrie Mathes, Procurement Division Manager, MPA, CFCM, CPPO, CPM, CPPB, APP
 Zulay Millan, CPPO, CPPB, FCCM Procurement Division Assistant Manager

12.5.2023

Date

SHE-LION FOUNDATION, INC.



Signature

Amanda Chidzikwe. President

Name and Title

11/14/2023

Date

FORM 1
Code of Conduct Certification
Contract No.: Y24-2033

The COUNTY is committed to fostering positive and ethical business practices designed to ensure that all staff and program clients are treated with respect and dignity. The AGENCY is responsible for adopting and maintaining a code of conduct which shall promote a working environment that is conducive to providing quality programs and services to residents of Orange County. At a minimum, the AGENCY shall:

1. Exercise reasonable care, good faith, loyalty and due diligence in organizational affairs;
2. Maintain a conflict of interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed for the protection and benefit of the organization;
3. Ensure that the organization conducts all transactions and dealings with integrity and honesty;
4. Ensure that the organization promotes working relationships with board members, staff, volunteers, and program beneficiaries that are based on mutual respect, fairness and openness;
5. Ensure that the organization is fair and inclusive in its hiring and promotion policies and practices for all board, staff and volunteer positions;
6. Ensure that the resources of the organization are responsibly and prudently managed; and,
7. Ensure a zero tolerance policy that prohibits the following behavior:
 - a. Use of abusive language towards staff members, volunteers and/or program clients
 - b. Possession or use of alcohol or illicit drugs on Agency property and/or during the course of the work day
 - c. Verbal or Physical intimidation or harassment
 - d. Conduct endangering the safety, health, or well-being of staff or program clients
 - e. Workplace bullying
 - f. Actual or threatened violence of any kind

Pursuant to the binding authority granted to the undersigned, the AGENCY hereby certifies that it understands and will comply with its obligations as stated in this document.

Authorized Signature: 
Printed Name: Amanda Chidzikwe

Date: 11/14/2023
Title: President

FORM 2
E-Verify Use and Registration Certification
Contract No.: Y24-2033

CERTIFICATION OF COMPLIANCE WITH SECTION 448.095, FLORIDA STATUTES
Employment Eligibility

The undersigned hereby certifies on behalf of the AGENCY, that:

- A.** They have personal knowledge of the factual assertions set forth in this *E-Verify Use and Registration Certification*.
- B.** The AGENCY is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Contract and shall provide evidence of such registration to the COUNTY upon request.
- C.** The AGENCY does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.
- D.** The AGENCY shall require all subcontractors performing work under this Contract to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the AGENCY hereby certifies that it understands and will comply with its obligations as stated in this document.

Authorized Signature:  _____
Printed Name: Amanda Chidzikwe

Date: 11/14/2023
Title: President

Please Note: The COUNTY will verify that the AGENCY has an active registration on <https://e-verify.gov>. If the AGENCY does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the AGENCY received upon registration to the COUNTY.

FORM 3
Public Entity Crimes and Scrutinized Companies Certification
Contract No.: Y24-2033

PART 1: CERTIFICATION OF COMPLIANCE WITH SECTION 287.133, FLORIDA STATUTES
Public Entity Crimes Act

The undersigned hereby certifies, on behalf of the AGENCY, that:

- A. Neither the AGENCY, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the AGENCY, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- B. The AGENCY has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list.
- C. The AGENCY acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the AGENCY has reviewed prior to the execution of this certification.
- D. The AGENCY acknowledges that the COUNTY reserves the right to terminate this Contract immediately and take full advantage of any legal remedies available in equity or law should the AGENCY be found to: 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 287.133, Florida Statutes; or 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 287.133, Florida Statute subsequent to entering into this Contract with the COUNTY.
- E. The AGENCY shall immediately notify the COUNTY if at any point during the term of the Contract, the AGENCY's status under Section 287.133, Florida Statutes, changes in any manner.

PART 2: CERTIFICATION OF COMPLIANCE WITH SECTION 287.135, FLORIDA STATUTES
Prohibition Against Contracting with Scrutinized Companies

The undersigned hereby certifies, on behalf of the AGENCY, that:

- A. 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. The AGENCY is not: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and it is not engaged in a boycott of Israel; 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 engaged in business operations in Cuba or Syria.
- C. The AGENCY acknowledges that the COUNTY reserves the right to terminate this Contract immediately and take full advantage of any legal remedies available in equity or law should the AGENCY be found to: 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 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.
- D. The AGENCY shall immediately notify the COUNTY if at any point during the term of the Contract, the AGENCY's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the AGENCY hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Authorized Signature: 
Printed Name: Amanda Chidzikwe

Date: 11/14/2023
Title: President

FORM 4
Leased Employee Affidavit
Contract No.: Y24-2033

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the AGENCY, that:

A. The AGENCY hereby certifies that it has 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: _____

B. The AGENCY understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the AGENCY's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the AGENCY affirms that 100% of its workers are covered as worksite employees with the employee leasing company.

C. The AGENCY further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the COUNTY in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the AGENCY has any workers not subject to the employee leasing arrangement, the AGENCY hereby agrees to obtain a separate workers' compensation policy to cover such workers. The AGENCY further agrees to provide the COUNTY with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the COUNTY's worksite or performing any obligation pursuant to this Contract.

D. The AGENCY hereby agrees to notify the COUNTY if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the COUNTY in the event that it switches employee-leasing companies.

E. The AGENCY hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the COUNTY that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the AGENCY hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

FORM 5
Authorized Agent Certification
Contract No.: Y24-2033

AUTHORIZED AGENT CERTIFICATION

AGENCY:	SHE-LION FOUNDATION, INC.
AGENCY ADDRESS:	9401 WEST COLONIAL DRIVE OCOE, FL 34761
AGENCY TELEPHONE NUMBER:	321-367-0691
AGENCY FAX NUMBER:	N/A
AUTHORIZED AGENT:	AMANDA CHIDZIKWE
TITLE:	PRESIDENT
E-MAIL ADDRESS:	SHELIONFOUNDATION@GMAIL.COM

AUTHORIZED AGENT CERTIFICATION

The undersigned hereby certifies that the information as presented in the above table is true and correct and that the "Authorized Agent" listed above has been granted all necessary and requisite authority from the AGENCY's appropriate governing body to legally bind the AGENCY in regards to this Contract and the AGENCY's performance under this Contract.

Authorized Signature: 
Printed Name: Amanda Chidzikwe

Date: 11/14/2023
Title: President

EXHIBIT A
Scope of Work
Contract No. Y24-2033

Agency Name: She-Lion Foundation, Inc. **Program Name:** Credible Messenger

Part 1: Introduction

In response to an increase in violent crime involving youth, Orange County Mayor Jerry L. Demings convened a 37-member citizen-led Citizens' Safety Task Force to assess the impetus of the increase and provide recommendations designed to combat the problem. To meet the goal, the task force reviewed data, listened to presenters and subject matter experts, engaged the community, and developed strategies and solutions around four pillars - prevention, intervention, enforcement, and prosecution.

Of the Task Force recommendations, the Orange County Citizens' Commission for Children was charged with allocating funding to programs operated by "Credible Messengers" in the target zip codes. Credible Messengers have longstanding trusted relationships with at-risk youth in the target zip codes and a legacy of effectively encouraging and supporting youth on the path to successful adulthood. Credible Messengers are neighborhood leaders, experienced youth advocates, and individuals with relevant life experiences whose role is to help youth transform attitudes and behaviors around violence. They serve young people whose needs go far beyond the traditional mentoring approach of companionship, confidence building, and typical academic, social, or career guidance. They are able to connect with the most challenging young people because they come from the same communities; some (but not all) of them are formerly incarcerated or were involved in the justice system and have turned their lives around. They demonstrate integrity and transformation and are skilled and trained in mentoring young people.

Part 2: AGENCY Responsibilities

The AGENCY will document the delivery of services for the Credible Messenger Program. The program will serve youth primarily between the ages of 10-25 residing in Orange County zip codes where the incidence of violent crime is the highest, helping to break the cycle and long-term impact of justice system involvement and violence in the community through transformative mentoring. Services to youth under the age of 10 requires justification and prior authorization from the CCC. Any individuals providing direct services under the scope of this Contract must hold a current certification in the Credible Messenger Mentoring Movement (CM3). Credible Messengers must obtain consent to participate from an authorized representative. Additionally, Credible Messengers are responsible for thoroughly recording and documenting engagements and interactions with the youth.

Program Outputs

Credible Messenger(s) funded by the COUNTY through this Contract shall ensure the following Contract deliverables are met. The outputs of the program shall be accomplished by the following unit of service description: Service hours for all session types to include, but not be limited to: mentoring, case management, prevention and intervention activities, advocacy, referral, etc.

The program shall maintain an ongoing average caseload of approximately 6 youth, with a minimum of at least 8 unduplicated participants served during the contract year.

Program Unit of Service to be Provided

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

	Quantity of Units (estimated)	Session Type	Unit Rate
Year 1	1,231 hours	Individual Or Groups of 2 or more	\$36.55 per hour
Year 2	1,367 hours	Individual Or Groups of 2 or more	\$36.55 per hour
Year 3	1,367 hours	Individual Or Groups of 2 or more	\$36.55 per hour

Total funding not to exceed **\$50,000 per year**, to include a one-time, lump sum of **\$5,000** for start-up costs for year one of the contract.

To ensure that the majority of a Credible Messenger's time is dedicated to direct interactions and support for the youth they serve, an estimated 75% of services provided must be direct services, with 25% maximum allowance for indirect services, as outlined below:

Direct Services

Direct services will include, but may not be limited to, the following:

- **Co-facilitate Group Activities:** Credible Messengers are expected to co-facilitate at least one group activity per week. This involves actively participating in and supporting group sessions or events designed to engage and benefit the youth.
- **Youth Engagement:** Credible Messengers are required to initiate communication and actively engage with every youth within their caseload. This engagement should occur through in-person or virtual means and must have a frequency of at least three interactions per week. This ensures regular and meaningful contact with the youth.
- **Collateral Contacts:** Credible Messengers are expected to document a minimum of one collateral contact per week for each youth client. Collateral contacts may involve interactions with individuals or organizations connected to the youth, such as family members, schools, or community services. These contacts help provide comprehensive support to the youth.

Indirect Services

Indirect services will include, but may not be limited to, the following:

- **Team Meetings:** Credible Messengers are required to engage in weekly team meetings with other credible messengers. These meetings will serve as opportunities for collaboration, sharing experiences, and receiving guidance or feedback.
- **Professional Development:** Credible Messengers are encouraged to participate in continuous professional development and training activities. This ongoing training ensures that they stay up-to-date with best practices and relevant skills for their mentoring role.
- **Consultant Meetings:** Each Credible Messenger is expected to engage in monthly meetings with their designated CM3 consultant.
- **Recruitment and Outreach:** Credible Messengers may also be involved in recruitment and outreach activities, and identifying and engaging with potential program participants or promoting the program within the community.

Program Outcomes

The engagement of Credible Messengers with youth consistently leads to a range of positive outcomes that contribute to the overall well-being, growth, and success of the individuals they serve. These outcomes are indicative of the vital role credible messengers play in fostering positive change within the youth population.

The Agency will be responsible for reporting the number and percentage of youth who achieve the following outcomes, on a scheduled basis as outlined in the contract:

- **# and % of engaged youth that collaboratively formulate an individualized LifePath Plan, which serves as their comprehensive case plan:** joint effort between engaged youth and Credible Messengers to create a personalized and holistic roadmap for the youth's development, progress, and success. This plan encompasses various aspects of their life, including educational, vocational, personal, and social goals, and serves as a strategic framework to guide and track their growth within the program.
- **# and % of youth making demonstrable strides toward achieving a minimum of one objective outlined in their individualized LifePath plan:** advancement and measurable progress that each participating youth will undertake in pursuit of at least one specified goal within their personalized LifePath plan. This progress is observable and signifies the active commitment and developmental journey of the youth within the program.
- **# and % of youth who refrain from recidivism:** the commitment of engaged youth to avoid any instances of being reconvicted or re-adjudicated for violent crimes. This commitment is a pivotal aspect of the program's objective to promote positive behavioral change and prevent any further involvement in unlawful activities among the participating youth.

EXHIBIT B
Citizens' Commission for Children
Performance Measures Menu

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EXHIBIT C

Noncompliance Standards

The AGENCY may be found noncompliant by the COUNTY for the following reasons and subject to the penalties indicated. **Nothing in this document is meant to limit the manner in which the AGENCY may be compliant or limit the potential remedies for any such noncompliance that the COUNTY may have at law or equity.**

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 Performance Measure 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 Performance Measure Outcomes.

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

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

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

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

EXHIBIT C (Continued)
Noncompliance Standards

The 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 CCC from moving to other levels of noncompliance or penalties.

If the CCC Division Manager or designee affirms the Level Three (3) penalties, the Orange County Procurement Division Manager will be notified and requested to review the facts to determine if there are sufficient grounds for a suspension and/or debarment.