

AMENDMENT #3
CONTRACT Y20-2029
IMPOWER, INC.

EFFECTIVE DATE: July 1, 2022

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 July 1, 2022, through June 30, 2023.

All other terms and conditions remain unchanged.

IMPOWER, INC.

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



Signature



Signature

Anna M Kostic

Printed/Typed Name

Alina Hernandez Fernandez

~~Perry Davis, C.P.M.~~ *AHF*

President / CEO

Title

Contracts Supervisor, Procurement Division

Title

4/7/22

Date

04/13/2022

Date

AMENDMENT #2

CONTRACT Y20-2029

IMPOWER, Inc.

EFFECTIVE DATE: July 1, 2021

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 July 1, 2021, through June 30, 2022.
2. Article XI, Reporting, Section 1, is deleted in its entirety and replaced with the following:
 1. **Reports:** Reports under this Agreement shall be submitted:

On a monthly basis.

~~On a quarterly basis~~ Per the Program Unit Reporting requirements as further defined in paragraph b. below.

- a. **Monthly Reporting:** The AGENCY shall submit to COUNTY complete, accurate, and programmatic Monthly Reports on or before the 20th of the month following the previous month for reimbursement payment. The Monthly Reports shall ~~include~~ enclose supporting documentation including, but be not limited to, the following: services/hours/activities/capacity building provided that are applicable to the contracted units of service, back-up documentation noting validation of units of service provided, clients served, and an original invoice on the AGENCY'S letterhead requesting reimbursement for services provided. The invoice shall include, at a minimum, the following information: bill to the Orange County Citizens' Commission for Children, program name, contract number, delivery order number, invoice number, reporting period, month of service, number of clients served, and number of units provided. The invoice shall also specify who the checks should be made payable to and the signature of the AGENCY'S authorized agent, with the signature date. Due to the ending of the COUNTY'S fiscal year, reports for the month of September are due on or before October 10th for reimbursement payment.
- b. **~~Quarterly Program Unit Reporting:~~** ~~If reporting on a quarterly basis, t~~ The AGENCY shall submit to the Orange County Citizens' Commission for Children a complete and accurate ~~programmatic Quarterly Program Unit Report,~~ in a format as provided by the COUNTY, with supporting documentation, on or before the 10th

~~of the month following the close of the quarter, as well as supporting documentation. due date outlined in the Program Unit Report Schedule below that is based on the Contract start date:~~

Program Unit Report Schedule

<u>Contract Term Start Date</u>	<u>Reporting Period 1 Due Date & Months Included</u>	<u>Reporting Period 2 Due Date & Months Included</u>	<u>Reporting Period 3 Due Date & Months Included</u>	<u>Reporting Period 4 Due Date & Months Included</u>
<u>June</u>	<u>Due Oct. 10th to include June, July, Aug., Sept.</u>	<u>Due Jan. 10th to include Oct., Nov., & Dec.</u>	<u>Due April 10th to include Jan., Feb., & March</u>	<u>Due July 10th to include April & May</u>
<u>July</u>	<u>Due Oct. 10th to include July, Aug., & Sept.</u>	<u>Due Jan. 10th to include Oct., Nov., & Dec.</u>	<u>Due April 10th to include Jan., Feb., & March</u>	<u>Due July 10th to include April, May, & June</u>
<u>September</u>	<u>Due Jan. 10th to include Sept., Oct., Nov., Dec.</u>	<u>Due April 10th to include Jan., Feb., & March</u>	<u>Due July 10th to include April, May, & June</u>	<u>Due Oct. 10th to include July & Aug.</u>
<u>October</u>	<u>Due Jan. 10th to include Oct., Nov., & Dec.</u>	<u>Due April 10th to include Jan., Feb., & March</u>	<u>Due July 10th to include April, May, & June</u>	<u>Due Oct. 10th to include July, Aug., & Sept.</u>
<u>March</u>	<u>Due July 10th to include March, April, May, & June</u>	<u>Due Oct. 10th to include July, Aug., & Sept.</u>	<u>Due Jan. 10th to include Oct., Nov., & Dec.</u>	<u>Due April 10th to include Jan., Feb., & March</u>

~~The Quarterly Reports~~ Program Unit Report shall, if applicable to the Scope of Services Works in **Attachment "A"**, list "Units of Service" provided (i.e.: hourly, per session, etc.) and/or any other pertinent ~~outcome~~ Performance Measurements outlined in **Attachment "A"**.

- c. The supporting documentation for ~~both monthly and quarterly~~ all reports shall include client initials/case numbers for proper documentation of clients that have received services. The Units of Service reported shall have a direct relationship with the Performance Measurements ~~outcomes~~ that are being tracked and reported to the COUNTY, or, if not related, the Units of Service will not be accepted for payment.

- d. The AGENCY shall develop a survey(s), in a format approved by Orange County, to elicit feedback from program participants to assist in the enhancement of the Programs. 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 with the 2nd and 4th Program Unit Report per the outlined schedule.
 - e. The AGENCY shall develop a survey, in a format approved by Orange County, to elicit feedback from parents and other stakeholders to assist in the enhancement of the Programs. Surveys shall be administered one (1) time a year to parents and other stakeholders. A copy of the compiled survey results and comments shall be submitted with the final Program Unit Report per the outlined schedule.
 - f. ~~If the AGENCY has a quarterly goal in the Scope of Work Scope of Services in Attachment "A", and that quarterly goal has not been reached at the end of the quarter applicable reporting period for which the AGENCY has included in the reporting, the AGENCY shall submit a corrective action plan at the time they submit the quarterly report Program Unit Report. A narrative explanation for any variance of ten percent (10%) or greater of the quarterly goals shall be submitted with the Program Unit Report in addition to the quarterly report.~~
 - g. ~~If the Scope of Work Scope of Services in Attachment "A" requires that the AGENCY will to biannually report on outcomes Performance Measurements that shall to be approved by the County, and those outcomes Performance Measurements are not obtained, the AGENCY shall submit a corrective action plan to the COUNTY.~~
3. Article XIII, Equal Opportunities and Nondiscrimination, and Article XIV, Other Conditions, are deleted and replaced with Article XIII, Scrutinized Companies, and Article XIV, Equal Opportunity and Nondiscrimination as follows:

Article XIII, Scrutinized Companies:

- 1. 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.
- 2. Specifically, by executing this Contract, the AGENCY certifies that the AGENCY is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- 3. The COUNTY reserves the right to terminate this Contract 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 Agreement with the County.
- 4. If this Agreement is terminated by the County as provided in subparagraph C(1) above, the County reserves the right to pursue any and all available legal remedies against the Agency, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- 5. If this Agreement is terminated by the County as provided in subparagraph C(2) above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County's termination.

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.

- 4. Article XV, Other Conditions, is added as follows:

1. **Authority of Signatory:** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Contract as stated.
2. **Severability:** The provisions of this Contract are declared by both parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties renegotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.
3. **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:** The COUNTY shall not be liable to the AGENCY for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, any breach of this Contract, regardless of any notice of the possibility of such damages.
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 or any of its employees and the Contractor or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- 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 COUNTY'S 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 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, AGENCY name change, resignation, and/or termination of AGENCY'S Executive Director, President/CEO, and/or merger acquisition). The AGENCY shall provide written notification of any such changes to the COUNTY'S Manager of the CCC or designee within five (5) normal COUNTY working days of AGENCY becoming aware of such change. The AGENCY shall inform the COUNTY ninety (90) days prior to any organizational merger or entity acquisition and the COUNTY reserves the sole exclusive right to terminate this Contract.
- 17. Requested Information:** The AGENCY must submit ~~requested~~ requested documents ~~requested to by the COUNTY~~ to the COUNTY within five (5) normal COUNTY working days. If the AGENCY requires that their board approve the release of said requested documents to the COUNTY, ~~board approval~~ board approval 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 ~~stop payment of funds or termination of 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 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.
- 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:** Orange COUNTY funds may not be used to support any overnight and/or out of Central Florida travel, unless approved by the COUNTY'S Manager of the CCC or designee in advance. The AGENCY must have on file for field trip(s) that each participant, adult or minor, must have a signed release of liability form releasing the COUNTY from any liability. If the participant is a minor, the release must be signed by a parent/guardian. Central Florida is defined as Orange, Osceola, Seminole, Brevard, Lake, Polk, and Volusia Counties.
- 26. Priority Clients:** AGENCIES are encouraged to offer priority consideration for service to clients referred to the AGENCY by any COUNTY Citizens' Commission for Children's Neighborhood Center for Families or ~~funded programs~~.

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.

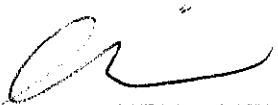
30. Truth in Negotiation Certificate: Signature of this Contract by the AGENCY shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of this Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

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

5. Attachment A (Rv 1) IMPOWER, Inc. is replaced in its entirety by Attachment A (Rv 2) IMPOWER, Inc. and attached herein.
6. Exhibit B, Allowable Expense Process for the Start-up of New Programs is replaced in its entirety.
7. Exhibit C, Verification of Employment Status is added to this contract and incorporated herein.

All other terms and conditions remain unchanged.

IMPOWER, INC.



Signature

Anna M Kesic

Printed/Typed Name

Pres / CO

Title

6/15/21

Date

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

Perry Davis

Signature

Perry Davis C.P.M.

Perry Davis, C.P.M.

Contracts Supervisor, Procurement Division

Title

6/15/2021

Date

**CONTRACT Y20-2029
Attachment A (Rv 2)
IMPOWER, INC.**

The Agency will document the delivery of services for the **Substance Abuse Programming for Youth and their Families – Sector 4**. The program will provide mental health and substance use prevention program for students who present maladaptive behavior patterns that interfere with their academic performance. Utilizing an intensive, highly structured evidenced-based academic and counseling program, the curriculum works to decrease the risk of alcohol and drug abuse, improve academics and behavior as well as family functioning.

The Agency shall provide the location of services and hours to the CCC for approval, prior to the commencement of program services. The Agency will document that outputs/units of service have been provided. Agency’s Performance Measurements, approved by the Citizens’ Commission for Children (CCC) will be documented and reported upon bi-annually.

Priority preference will be given to Orange County citizens residing in the identified Targeted Community Initiative Sector(s) at locations throughout Orange County as approved by the CCC.

Substance Abuse Programming for Youth and their Families - Sector 4

Program Outputs		
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, one-on-one and group mental health and substance use prevention for students, other activities outlined herein, outreach, recruitment of program participants and activities in the Exhibit B - Program Start and Outreach Billable Allowances.		
Program Unit of Service to be Provided		
The program will provide the number of estimated services as outlined below:		
Quantity of Units (estimated)	Session Type	Unit Rate
1041	Individual (one-on-one)	\$60 per hour
432	Groups of 2 or more participants	\$86.81 per group
Total funding not to exceed \$100,000 .		
Units of Service Reporting Requirements		
In accordance with Article XI of the contract, the Agency is required to submit, on a monthly and on a scheduled basis (Program Unit Report), detailed supporting documentation the Agency is required to submit detailed supporting documentation to include, but not be limited to, services/hours/activities/capacity building provided or engaged in that are applicable to the contracted units of service monthly and based on the reporting schedule outlined in the contract. Information must be provided in an approved Orange County format.		

EXHIBIT B

Allowable Expense Process for the Start-up of New Programs

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

This document outlines the allowable activities and timeframe other than direct services that an agency may invoice for the start-up of a new program ~~and thereafter~~ within the first 12 months. All CCC funded programs are expected to begin providing direct services to clients upon contract execution or the agreed-upon start-up period as outlined in the Agency's Start-up plan, hereafter referred to as "program start". Throughout this document, direct service hours provided to and on the behalf of the clients are referred to as "billable hours".

Allowable Expenses

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

Outreach and Recruitment of Program Participants –

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

Unallowable Expenses

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

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

Allowable Timeframe

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

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

2. Month 2: An agency may invoice for up to 30% of the total billable hours in Allowable Expenses.
3. Month 3 through Month 12: ~~and thereafter:~~ An agency may invoice for up to 10% of the total billable hours in Allowable Expenses.

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

Allowable Expense Limit

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

- To claim the 5% Maximum in Month 1 of program start, they are no longer eligible to use this process after Month 1.
- If an agency chose not to use this process in Month 1 and 2 they are ineligible for usage in month 3 through month 12. ~~and thereafter.~~
- The agency cannot claim allowable expenses in month 2 or beyond without providing billable hours for the same period.

Please see example below:

Table A

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

Table B

Allowable Timeframe Description	Example
<p>Month 1 - Agency can claim up to 100% of the contracted amount covered by this process. Not to exceed the overall 5 % Maximum dollar contracted amount covered but up to this amount.</p>	<p>Month 1 - Using the example in Table A, the Agency can claim up to \$5,000.</p> <ol style="list-style-type: none"> 1) If the agency claims the entire \$5,000 amount in month 1 the agency is no longer eligible to use this process for the remainder of the contract year. 2) If the agency claims 50 hours of the referenced allowable expenses, \$10 (contracted unit rate) x 50 hours = \$500. The agency will have \$4,500 available for the remainder of the contract year. Note: this is the only month an agency may claim 100% of the contracted amount covered by this process.
<p>Month 2 - Agency can claim up to 30% of the total billable hours for the month. Not to exceed the overall 5 % Maximum dollar contracted amount covered but up to this amount.</p>	<p>Month 2 - If the agency provides 100 program hours for the month. 100 program hours x 30% = 30 hours, therefore the agency can claim up to 30 hours under this process for Month 2, not to exceed the overall maximum dollar contracted amount covered by this process.</p> <p><i>Note: The agency cannot claim allowable expenses in month 2 or beyond without providing billable hours for the same period.</i></p>
<p>Month 3 through Month 12 and thereafter - Agency can claim up to 10% of the contracted amount covered by this process (\$5,000 x 10%). Not to exceed the overall 5 % Maximum dollar contracted amount covered but up to this amount.</p>	<p>Month 3 <u>through Month 12</u> and thereafter - If the agency provides 250 program hours for the month. 250 billable hours x 10% = 25 hours, therefore the agency can claim up to 25 hours under this process, not to exceed the overall maximum dollar contracted amount covered by this process.</p> <p><i>Note: The agency cannot claim allowable expenses in month 2 or beyond without providing billable hours for the same period.</i></p>

Exhibit C

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

Y20-2029

NAME OF CONTRACTOR:

IMPACT

(referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

111 W Magnolia Ave
Longwood, FL 32837

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:

Anna M Kasie

TITLE:

President / CEO

DATE:

6/11/21

AMENDMENT #1
CONTRACT Y20-2029

EFFECTIVE DATE: July 1, 2020

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. Attachment A IMPOWER, Inc. is replaced in its entirety by Attachment A IMPOWER, Inc. (Rv 1) and attached herein.

All other terms and conditions remain unchanged.

IMPOWER, Inc.



Signature

Anna M. Kesic

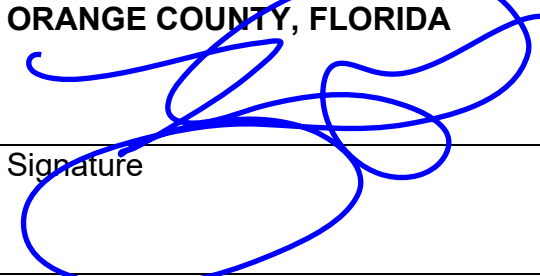
Printed/Typed Name

President/CEO
Title

9/29/2020

Date

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



Signature

Zulay Millan, CPPO, CPPB, FCCM

Assistant Manager, Procurement Division
Title

9/30/2020

Date

**CONTRACT Y20-2029
Attachment A (Rv 1)
IMPOWER, Inc.**

The Agency will document the delivery of services for the **Substance Abuse Programming for Youth and their Families – Sector 4**. The program will provide mental health and substance use prevention program for students who present maladaptive behavior patterns that interfere with their academic performance. Utilizing an intensive, highly structured evidenced-based academic and counseling program, the curriculum works to decrease the risk of alcohol and drug abuse, improve academics and behavior as well as family functioning. The Agency shall provide the location of services and hours to the CCC for approval, prior to the commencement of program services. The Agency will document that outputs/units of service have been provided. Agency’s Performance Measurements, approved by the Citizens’ Commission for Children (CCC) will be documented and reported upon bi-annually.

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

Substance Abuse Programming for Youth and their Families - Sector 4

Program Outputs		
<p>The outputs of the Substance Abuse Programming for Youth and their Families – Sector 4 shall be accomplished by the following unit of service description:</p> <p>Service hours for all session types to include, but not be limited to the program will provide one-on-one and group mental health and substance use prevention for students, and other activities outlined herein, outreach, recruitment of program participants and activities in the Exhibit B - Program Start and Outreach Billable Allowances.</p>		
Program Unit of Service to be Provided		
<p>The program will provide the number of estimated services as outlined below:</p>		
Quantity of Units (estimated)	Session Type	Unit Rate
1041	Individual (one-on-one)	\$60 per hour
432	Groups of 2 or more participants	\$86.81 per group

Total funding not to exceed \$100,000.

For the period of July 1, 2020 – December 31, 2020 the agency will receive a differential payment for each month not to exceed \$8,333.33, representing 1/12th of the contract amount less total billed for units delivered. Differential payments will assist the program with operational expenses incurred, to include, but not be limited to, employment expenses, building lease/expenses, program supplies, communications, etc. during the stated period resulting from the impact of the COVID-19 pandemic. (Example: \$500 (monthly rate) - \$100 (total billed for units delivered) = \$400 differential payment)

Units of Service Reporting Requirements

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

CONTRACT Y20-2029

between

ORANGE COUNTY, FLORIDA

and

IMPOWER, 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 **IMPOWER, INC.**, a nonprofit corporation under the laws of the State of Florida, located at 111 W. Magnolia Avenue, Longwood, FL 32750. The COUNTY and the AGENCY may be referred to individually as “party” or collectively as “parties.”

ARTICLE I

Services to be Performed and Required Documentation

1. Services to be Performed:

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

2. Documents:

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

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

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

ARTICLE II
Billing Requirements and Payment Methods

1. **Payments:**

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$100,000. Payment shall only be for units of the Services that are delivered and accepted. At no point shall the COUNTY be responsible to the AGENCY for payment for Services provided that are outside those described in **Attachment "A"**.
- b. All the terms of payment under this Contract shall be in accordance with Florida's Local Government Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.
- c. Payment shall be made by:
 - Quarterly payments without invoicing.
 - Reimbursement by invoice for units of the Services provided.
 - Up-front payment without invoicing.
 - Up-front payment with invoicing.
- d. If the payment shall be made by quarterly payments without invoicing, the COUNTY shall:
 - i. Pay the AGENCY in four (4) payments, payable quarterly during the term of this Contract and the AGENCY shall provide the supporting documentation for the payment of such services, per the terms outlined in that Scope of Work in **Attachment "A"**.
 - ii. Reserve the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of units of service or noncompliance of the terms and conditions provided for in this Contract. Any adjustment of payments, which reflect undelivered units of service, may be made quarterly.

- e. If payment shall be made by reimbursement by invoice for units of the Services provided (i.e.: hourly, per session, etc.), the AGENCY shall:
 - i. Provide monthly invoices to the COUNTY with the total units of Services provided as well as supporting documentation. Failure to include the required supporting documentation may result in delay or denial of payment for invoices.
 - ii. Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full, from the previous fiscal year, prior to receipt of any payments under this Contract. The first payment will be made after this Contract has been duly executed and a Delivery Order has been processed.
- f. If the payment shall be made upfront without invoicing, the COUNTY shall:
 - i. Pay the AGENCY upon the execution of this Contract and a duly executed Delivery Order have been processed per the terms outlined in that Scope of Work in **Attachment "A"**.
 - ii. Reserve the right to adjust compensation to the AGENCY in accordance with this Contract. This adjustment may be based on actual or projected delivery of units of service or noncompliance of the terms and conditions provided for in this Contract.
- g. If the payment shall be made upfront with invoicing, the AGENCY shall:
 - i. Provide an invoice to the COUNTY with supporting documentation, if applicable, for the services to be provided. Failure to include supporting documentation may result in delay or denial of payment for invoices.
 - ii. Complete all of its reporting requirements and shall remit any payment due to the COUNTY in full, from the previous fiscal year, prior to receipt of any payments under this Contract. Payment will be made after this Contract has been duly executed and a Delivery Order has been processed.
- h. Throughout the term of this Contract, the AGENCY shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of Services and payment by the COUNTY. The COUNTY reserves the right to suspend any and all payments or reimbursements to the AGENCY should the AGENCY receive a notice of non-compliance regarding financial or programmatic issues from the COUNTY and the AGENCY fails to comply with such notice within the required timeframe.
- i. The COUNTY reserves the right to monitor and audit, or have its designee monitor and audit, the AGENCY to confirm delivery of units of service or outcomes. The COUNTY further reserves the right to suspend payment immediately following any monitoring or audit of the AGENCY if documentation that substantiates outcomes and unit of services to be performed under the terms of this Contract are not

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

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

ARTICLE III
Term of Contract, Renewals, and Termination

- 1. **Term of Contract:** The term of this Contract shall be from July 1, 2020 through June 30, 2021 contingent upon appropriation of funds by the Orange County Board of County Commissioners.
- 2. **Renewals:** Renewal of the Contract shall be subject to appropriation of funds by the Orange County Board of County Commissioners. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties and attached to the original Contract.

This Contract may be renewed for:

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

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

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

**ARTICLE IV
NOTICES**

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

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

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

As to the AGENCY: IMPOWER, Inc.
111 W. Magnolia Avenue
Longwood, FL 32750

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

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

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

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

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

**ARTICLE VI
ASSIGNMENT AND SUBCONTRACTS**

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

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

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

ARTICLE VII BACKGROUND SCREENING OF EMPLOYEES AND VOLUNTEERS

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

ARTICLE VIII INDEMNITY, SAFETY, AND INSURANCE

1. **Indemnity:** To the fullest extent permitted by law, the AGENCY shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any

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

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

- a. The AGENCY shall take all reasonable precautions for the safety and protection of:
 - i. All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
 - ii. All property, materials, and equipment on the premises under the care, custody or control of the AGENCY; and
 - iii. Other property at or surrounding the premises.
- b. The AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- c. The AGENCY shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
 - i. Occupational Safety & Health Act (OSHA)
 - ii. National Institute for Safety and Health (NIOSH)
 - iii. National Fire Protection Association (NFPA)

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

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

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

3. Insurance:

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

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

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

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

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

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

be provided to the COUNTY as soon as possible after issuance by the AGENCY'S insurance carrier.

- m. The certificate holder shall read:

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

**ARTICLE IX
RECORDKEEPING, MONITORING AND AUDITS**

1. Recordkeeping:

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

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

2. Monitoring and Evaluation:

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

3. Audits and Audit Remedies.

- a. The COUNTY, the Orange County Comptroller (“Comptroller”), or the authorized designee of either the COUNTY or the Comptroller, shall have the right to audit the AGENCY’S use of funds disbursed under this Contract, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The AGENCY shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller or its designee to perform such audit.
- b. The COUNTY, or its designee, shall have access to such books, records, subcontract(s), financial operations and documents of the AGENCY or its sub-consultants, as required, to comply with this section for the purpose of inspection or audit anytime during normal business hours at the AGENCY’S place of business. This right to audit shall include the AGENCY’S sub-consultants used to procure goods and services under the Contract with the COUNTY. The AGENCY shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.
- c. The COUNTY shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief; the right to terminate contribution payments; and payment of restitution for any funds utilized by the AGENCY in a manner which is not in conformance with the terms of this Contract.

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

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

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT:

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

**ARTICLE X
CONFIDENTIALITY**

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

**ARTICLE XI
REPORTING**

1. **Reports:** Reports under this Agreement shall be submitted:
 - On a **monthly** basis.
 - On a **quarterly** basis.
- a. **Monthly Reporting:** If reporting is on a monthly basis, the AGENCY shall submit to COUNTY complete, accurate, and programmatic Monthly Reports on or before the 20th of the month following the previous month for reimbursement payment. The Monthly Reports shall include, but not be limited to, the following: back-up documentation noting validation of units of service provided, clients served, and an

original invoice on the AGENCY'S letterhead requesting reimbursement for services provided. The invoice shall include, at a minimum, the following information: bill to the Orange County Citizens' Commission for Children, program name, contract number, delivery order number, invoice number, reporting period, month of service, number of clients served, and number of units provided. The invoice shall also specify who the checks should be made payable to and the signature of the AGENCY'S authorized agent, with the signature date. Reports for the month of September are due on or before October 10th for reimbursement payment.

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

2. **Submittal of Reports:**

- a. Failure to submit the required reports with supporting documentation, or submitting reports that are incomplete and/or inaccurate, shall be considered non-compliant, as indicated in the **Attachment "C"** of this Contract, and may result in the withholding of payment.
- b. The COUNTY reserves the right to accept or deny any revisions to the programmatic report. The AGENCY shall submit reports with the current date of submittal or will be required to resubmit the report with the accurate date.
- c. Any AGENCY that has received three (3) or more notices of deficiencies with programmatic reporting may be deemed in breach of this Contract and/or subject to penalty, as indicated in the **Attachment "C"** of this Contract. This subparagraph in

no way limits the County's right to terminate this Contract pursuant to the terms of Article III of this Contract.

ARTICLE XII FUNDING, FEES AND REVENUE

1. Funding:

- a. The COUNTY shall pay to the AGENCY an amount not to exceed \$100,000.
- b. Funding for this Contract shall be at the sole discretion of the Orange County Board of County Commissioners. Execution of this Contract does not guarantee funding in subsequent years for such services.

2. Fees and Revenue:

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

ARTICLE XIII EQUAL OPPORTUNITY AND NONDISCRIMINATION

- 1. The COUNTY'S policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County

Code and the COUNTY'S relevant Administrative Regulations. It is also the county policy that person(s) doing business with the county shall recognize and comply with this policy and that the COUNTY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

- a. The AGENCY shall adopt and maintain, or provide evidence to the COUNTY that the AGENCY has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Contract.
- b. The AGENCY agrees that, on written request, the AGENCY shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this contract; provided, that the contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Contract.
- c. The AGENCY agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs "a" and "b" of this Section shall be incorporated into an become a part of the subcontract.

**ARTICLE XIV
OTHER CONDITIONS**

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

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

childcare personnel staff to every twenty-five (25) children; for field trips and other off-site activities Chapter 65C-22.001, Florida Administrative Code, requires one (1) extra adult, in addition to the on-site requirement. This standard shall be required for all programming paid for with funds under this Contract. The AGENCY will ensure that the staffing pattern is adequate and is adjusted to meet programmatic needs. The AGENCY shall adjust its staffing ratio to meet any ratio update required by Florida Statutes that occurs during the Contract year.

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

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

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

17. **Incident Reporting and Client Risk Prevention:** An incident report shall be created and maintained at the AGENCY for the following: in the event the AGENCY'S staff or subcontractor becomes aware of an occurrence of any incident of injury to a client receiving program services through the COUNTY, requiring medical treatment by a licensed physician; any lawsuit entered into or against the AGENCY, all allegations of any kind of abuse, neglect, or exploitation of the AGENCY'S clients with the exception of those AGENCIES whose primary function is working with those that have been abused, neglected or exploited unless the allegation is against an AGENCY staff member; media coverage relating to the media expressing an interest in a case or issue concerning a client of the AGENCY or an employee on the AGENCY premises, a fire, hostage situation, bomb threat, epidemic or any circumstance which may impact the service provision. All

occurrences shall be verbally communicated directly to COUNTY staff no later than 10:00 a.m. the following business day via telephone to the COUNTY. All incident reports shall be made available to the COUNTY upon request and maintained at the AGENCY. These reporting requirements shall in no way supersede the requirements for notification of allegations of abuse/neglect/exploitations to the State of Florida Abuse Hotline, as mandated in Chapter(s) 39 and 415, Florida Statutes.

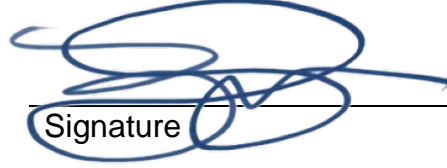
18. **Orange County Logo:** The AGENCY shall include the statement: "This program is funded in full or part by Orange County, Florida", or similar language approved by the COUNTY on all materials including, but not limited to, videos, newsletters, brochures, letterheads, annual reports, news articles,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

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

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

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

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



Signature

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

July 14, 2020

Date

IMPOWER, Inc.

x 

Signature

Anna M. Kesic, President/CEO

Name and Title

July 8, 2020

Date

**CONTRACT Y20-2029
Attachment A
IMPOWER, Inc.**

The Agency will document the delivery of services for the **Substance Abuse Programming for Youth and their Families – Sector 4**. The program will provide mental health and substance use prevention program for students who present maladaptive behavior patterns that interfere with their academic performance. Utilizing an intensive, highly structured evidenced-based academic and counseling program, the curriculum works to decrease the risk of alcohol and drug abuse, improve academics and behavior as well as family functioning. The Agency shall provide the location of services and hours to the CCC for approval, prior to the commencement of program services. The Agency will document that outputs/units of service have been provided. Agency’s Performance Measurements, approved by the Citizens’ Commission for Children (CCC) will be documented and reported upon bi-annually.

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

Substance Abuse Programming for Youth and their Families- Sector 4

Program Outputs

The outputs of the **Substance Abuse Programming for Youth and their Families – Sector 4** shall be accomplished by the following unit of service description:

Service hours for all session types to include, but not be limited to the program will provide one-on-one and group mental health and substance use prevention for students, and other activities outlined herein, outreach, recruitment of program participants and activities in the Exhibit B - Program Start and Outreach Billable Allowances.

Program Unit of Service to be Provided

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

Quantity of Units (estimated)	Session Type	Unit Rate
1041	Individual (one-on-one)	\$60 per hour
432	Groups of 2 or more participants	\$86.81 per group

Total funding not to exceed \$100,000.

Units of Service Reporting Requirements

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

ATTACHMENT B
AUTHORIZED AGENT

AGENCY:	IMPOWER, Inc
AGENCY ADDRESS:	111 W. Magnolia Avenue Longwood, FL 32750
AGENCY TELEPHONE NUMBER:	407-215-0095
AGENCY FAX NUMBER:	N/A
AUTHORIZED AGENT:	Ms. Anna Kesic
TITLE:	CEO
E-MAIL ADDRESS:	akesic@impowerfl.org

ATTACHMENT C

NONCOMPLIANCE STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Appeal Process

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

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

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT #Y20-2029

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

Allowable Expense Process for the Start-up of New Programs

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

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

Allowable Expenses

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

Outreach and Recruitment of Program Participants –

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

Unallowable Expenses

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

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

Allowable Timeframe

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

1. Month 1: An agency may invoice for up to 100% in Allowable Expenses for each program.
2. Month 2: An agency may invoice for up to 30% of the total billable hours in Allowable Expenses.

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

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

Allowable Expense Limit

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

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

Please see example below:

Table A

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

Table B

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

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

Agency Record-Keeping Responsibility

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

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

<p>C. Time spent to identify community resources for assistance in order to build a network of referring agencies to support program participants and/or their family.</p>	<ol style="list-style-type: none"> 1. Time spent researching must be supported by links to websites visited and/or printed documentation of actual research under consideration. In addition it must include, a summary of how the research (links/printed documentation) applies to the services being provided. 2. Time spent at a meeting or at an event must have at least two or more of the following to serve as evidence of being in attendance: <ol style="list-style-type: none"> a. Sign-in sheet b. Event Flyer c. Agenda d. Event or Meeting Confirmation (i.e., e-mail, calendar invite, event registration) 3. Time spent developing marketing materials must have a final copy of the marketing material that was created. <p>Other forms of supporting documentation must be pre-approved in writing by the CCC.</p>
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If documents are not able to be validated during CCC monitoring this may result in a recapture of funds from the Agency to Orange County Government.