

AMENDMENT NO. 5

Contract Y21-127

Ending the HIV Epidemic: A Plan for America
Ryan White HIV/AIDS Program Parts A and B

Effective Date: March 1, 2024

The contract is amended as follows:

- a. This amendment is made to renew the above referenced contract for the period of March 1, 2024 through February 28, 2025.
- b. All other terms, conditions and prices of the contract remain the same.

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

The Center for Multicultural Wellness and
Prevention, Inc.


By: 

Name: MARIE-J-FRANCOIS

Title: President / CEO

Date: 2/6/2024

Board of County Commissioners
Orange County, Florida

By: 

Name: Rebeca Malave

Title: Contracting Agent

Date: 2/6/2024

AMENDMENT #4
CONTRACT Y21-127

Effective Date: November 1, 2023

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

- I. All defined terms shall have the same definitions as those found in the Original Agreement between the parties unless they have been otherwise defined in this Amendment.
- II. Subaward Amount. In order to account for the additional funds, the amount of the Subaward is hereby increased by \$50,000 for a new contract total not to exceed \$185,000.
- III. Subaward Coversheet. The Subaward Coversheet on Page i of the Original Agreement is hereby mended as follows:

FEDERAL SUBRECIPIENT AGREEMENT

between

Orange County, Florida and The Center for Multicultural Wellness and Prevention, Inc.

for a federal subaward of an amount not to exceed ~~\$135,000~~ \$185,000

from a federal award issued by **U.S. Department of Health and Human Services**

for the specific purpose of

Providing Psychosocial Support Services

- IV. Article 4, Paragraph A, on Page 3, is modified as follows: The federal subaward amount shall not exceed ~~\$135,000~~ \$185,000 (the "Subaward"). This Agreement's use of "an amount not to exceed" shall in no way be construed as entitling the Subrecipient to the maximum amount provided.
- V. Exhibit A, Section I. Overview, Available Funding, is modified as follows:

Available Funding: ~~\$135,000~~ \$185,000 (3 positions)
- VI. Exhibit A, Scope of Services, Section V. Grant Award, Paragraph A, is modified as follows:

The total Grant award amount to the Agency, under this Contract, shall not exceed ~~\$135,000~~ \$185,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- VII. Exhibit A, Scope of Services, Section X. Billing Requirements and Payments, Paragraph B. Payments, subparagraph 1., is modified as follows:

This is a cost reimbursement contract. The Recipient shall pay the Agency for all

AMENDMENT #4
CONTRACT Y21-127

costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed \$135,000 \$185,000. Total reimbursement shall not exceed \$45,000 per position for position including salaries, benefits, operational and administrative costs.

- VIII.** Exhibit B is deleted and replaced with Exhibit B (Rev.1) attached herein.
- IX.** Effective Date; Full Force and Effect. This Amendment shall take effect on 11/01/2023. To the extent not expressly amended by this Amendment, the terms and conditions of the Original Agreement shall remain in full force and effect.

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

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: Rebecca Malave
 Rebeca Malave, Contracting Agent

Date: 1/4/2024

THE CENTER FOR MULTICULTURAL WELLNESS AND PREVENTION, INC.

By: MJ Francois
Marie Jose Francois
Executive Director

Date: 1/2/24

CONTRACT Y21-127

**EXHIBIT B (RV.1)
Budget**

Subaward Period of Performance

This is a Cost Reimbursement Agreement. The County shall pay the Subrecipient for delivery of services provided in accordance with the terms of this Agreement including the *Scope of Services* and this *Budget*.

Line-Item Budget

Direct Costs	\$168,181.82
Indirect (10%)	\$16,818.18
Total	\$185,000.00

AMENDMENT NO. 3

Contract Y21-127

Ending the HIV Epidemic: A Plan for America
Ryan White HIV/AIDS Program Parts A and B

Effective Date: March 1, 2023

The contract is amended as follows:

- a. This amendment is made to renew the above referenced contract for the period of March 1, 2023 through February 29, 2024.
- b. All other terms, conditions and prices of the contract remain the same.

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

The Center for Multicultural Wellness and
Prevention, Inc.

By: *M. Francisco*

Name: MARIE JOSE FRANCAIS

Title: President/CEO

Date: 8/25/2022

Board of County Commissioners
Orange County, Florida

By: *Diane Wetherington*

Name: Diane Wetherington, CPPB

Title: Contracting Agent

Date: 8/25/2022

Amendment No. 2

Contract Y21-127

Effective Date: March 1, 2022

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

A. The contract preamble section is changed as follows:

Contract #Y21-127

FEDERAL SUBRECIPIENT AGREEMENT

Between

Orange County, Florida and The Center for Multicultural Wellness and Prevention, Inc.

For a federal subaward of an amount not to exceed **\$135,000**

From a federal award issued by **U.S. Department of Health and Human Services**

For the specific purpose of

Providing ~~Early Intervention Service~~ Psychosocial Support Services

B. All other terms, prices and conditions remains unchanged.

The Center for Multicultural Wellness
And Prevention, Inc.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



Signature



Signature

MARIE J. FRANCOIS

Print Name

Rebeca Malave

Print Name

PRESIDENT / CEO

Title

Contracting Agent

Title

4 / 27 / 2022

Date

4/28/2022

Date

AMENDMENT NO. 1

Contract Y21-127

Ending the HIV Epidemic: A Plan for America
Ryan White HIV/AIDS Program Parts A and B

Effective Date: March 1, 2022

The contract is amended as follows:

- a. This amendment is made to renew the above referenced contract for the period of March 1, 2022 through February 28, 2023.
- b. All other terms, conditions and prices of the contract remain the same.

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

The Center for Multicultural Wellness and
Prevention, Inc.

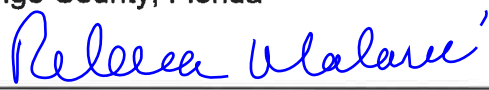
By: 

Name: Marie-Jose Francois

Title: President / CEO

Date: 2/16/2022

Board of County Commissioners
Orange County, Florida

By: 

Name: Rebeca Malave

Title: Contracting Agent

Date: 2/17/2022

CONTRACT # Y21-127

FEDERAL SUBRECIPIENT AGREEMENT

between

Orange County, Florida and The Center for Multicultural Wellness and Prevention, Inc.

for a federal subaward of an amount not to exceed \$135,000

from a federal award issued by U.S. Department of Health and Human Services

for the specific purpose of

Providing Early Intervention Services

SUBAWARD COVERSHEET

County Contract No.:	Y21-127
County Department/Division:	Health Services Department
Subaward Budget Line:	7041-060-7302-8610
Coronavirus Relief Funded?	No
If Coronavirus Relief Funded, which program?	N/A

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Article 1: Notice of Federal Subaward

- A. **This is a Federal Subrecipient Agreement for a Federal Subaward.** *Documentation of the County’s Receipt of the Federal Award* is attached as “**Attachment 1.**” The amount of the Federal Award Received by the County is: \$1,000,000.00.
- B. All references to the Code of Federal Regulations (“**CFR**”) are either to 2 CFR Part 200 or, when the United States Department of Health and Human Services (“**HHS**”) is the Federal Awarding Agency (as later defined), 45 CFR Part 75.
- C. This Subrecipient Agreement is a “**Standard Form Agreement.**” Any changes to this standard form shall be noted separately using the *Standard Form Amendments* form attached as “**Form 1,**” which must be separately executed by the parties to this Agreement in order to be binding upon the parties. **This is the 10/05/2020 version of the Standard Form Agreement.**

Article 2: The Parties

- A. The tables in **Article 2, Paragraph B,** below detail the information for the parties to this Subrecipient Agreement (“**Agreement**”), the CFR references are as required by 2 CFR § 200.331(a)(1) (or, for HHS awards: 45 CFR § 75.352(a)(1)).
- B. This Agreement is entered into by and between the following parties:

		CFR
Pass-Through Name:	Orange County, Florida (the “ County ”)	(x)
Entity Type:	Political Subdivision of the State of Florida	N/A
Principal Address:	201 South Rosalind Avenue Orlando, Florida 32801	N/A
Awarding Official Contact:	Name: John Goodrich Email Address: john.goodrich@ocfl.net	(x)

AND

		CFR
Subrecipient Name:	The Center for Multicultural Wellness and Prevention, Inc. (the “ Subrecipient ”)	(i)
Entity Type:	Florida Not For Profit Corporation	N/A
Principal Address:	1685 Lee Rd., Suite 200, Winter Park, FL 32789	N/A
D-U-N-S® No.:	101284151	(ii)

Subrecipient Contact Person:	Name: Marie Jose Francois Email Address: mjfrancois@cmwp.org	N/A
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- C. The County and the Subrecipient may unilaterally re-designate their respective points of contact by providing written notice of such change to the other party pursuant to **Article 5** (“**Notice**”) below.
- D. Both the County and the Subrecipient may be individually referred to as “**party**” or collectively referred to as “**parties**” in this Agreement.

Article 3: Federal Award Information

- A. The following table details the general Federal Award information, as required per 2 CFR § 200.331(a)(1) (or, for HHS awards: 45 CFR § 75.352(a)(1)):

		CFR
Fed Award Project Description:	Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B	(ix)
Fed Awarding Agency:	U.S. Department of Health and Human Services (the “ Federal Awarding Agency ”)	(x)
Fed Award No.:	6 UT8HA339520201 (the “ Federal Award ”)	(iii)
Fed Award Date:	03/04/2021	(iv)
CFDA No.:	93.686	(xi)
CFDA Name:	Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B	(xi)

- B. Pursuant to 2 CFR § 200.331(a)(1)(xii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xii)), this Subrecipient Agreement must state whether the Subaward (as later defined) is for Research and Development. **Is this Subaward related to Research and Development as defined in 2 CFR § 200.87 (or, for HHS awards: 45 CFR § 75.2)? “Yes” or “No”:** **No**

Article 4: Federal Subaward Information

- A. The following table details the funding-related Federal Subaward information, as required per 2 CFR § 200.331(a)(1), or 45 CFR § 75.352(a)(1) when HHS is the Federal Awarding Agency:

		CFR
Subaward Amount:	An amount not to exceed: \$ 135,000	(vi)

Total Amount of Fed Award Provided to Subrecipient by Pass-Through:	\$1,000,000	(vii)
Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through	Unknown	(viii)

- B. Pursuant to 2 CFR § 200.331(a)(1)(xiii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xiii)), this Agreement must state whether there is an indirect cost rate for the Federal Award. **Is there an Indirect Cost Rate included in the Federal Award? “Yes” or “No”:** No
- C. The Subrecipient understands and agrees that the Subaward amount referred to in this Agreement is “an amount not to exceed” and does not in any way constitute a guarantee payment of the total maximum amount payable. Any funds not expended by the Subrecipient shall be retained by the County for alternative use or return to the Federal Awarding Agency.

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

To the County:	Health Services Department Attn: John Goodrich 2002A E Michigan St Orlando, FL 32806 AND Orange County Administration Attn: Danny Banks, Deputy County Administrator Administration Building, 5th Floor 201 S Rosalind Avenue Orlando, Florida 32801
To the Subrecipient:	The Center for Multicultural Wellness and Prevention, Inc. Attn: Marie Jose Francois 1685 Lee Rd., Suite 200 Winter Park, FL 32789

Article 6: Term of Agreement, Subaward Period of Performance, and Extensions

- A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the “**Effective Date**”) and shall conclude on: **02/28/2022**.
- B. **Subaward Period of Performance.**
1. The “**Subaward Period of Performance**” is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.331(a)(1)(v) (or, for HHS awards: 45 CFR § 75.352(a)(1)(v)).
 2. The Subaward Period of Performance of this Agreement is: **03/01/2021** to **02/28/2022**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award’s Period of Performance shall prevail.
- C. **Extensions.** Should there be Subaward funds remaining at the conclusion of the Subaward Period of Performance, the Subrecipient and the County may agree to a modification of the Subaward Period of Performance, so long as such modification does not supersede, or conflict in any way with, the Federal Award or the Federal Award’s Period of Performance. Such modification must be in writing and signed by authorized representatives of both parties.
- D. **Renewals.** As further described in the *Documentation of the County’s Receipt of the Federal Award* attached as “**Attachment 1**”, the Federal Award’s Project Period begins **03/01/2020** and ends **02/28/2025** (“**Project Period**”), and the Federal Awarding Agency recommends providing future support to the County in the amount of one million dollars (\$1,000,000) each year during the Federal Award’s Project Period subject to the availability of funds and satisfactory progress of the Federal Award Project (“**Recommended Future Support**”). In the event that the County receives Recommended Future Support from the Federal Awarding Agency, the County and Subrecipient may mutually agree to renew the Term of this Agreement for **three (3)** additional one-year terms. Such renewals must be in writing and signed by authorized representatives of both parties; written renewals must contain the terms and conditions of the renewal and the required information for federal subawards in a format substantially similar to the table attached to this Agreement as “**Exhibit C**”.

Article 7: Subrecipient’s Obligations and Responsibilities

- A. As a subrecipient of the Federal Award, the Subrecipient shall be responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Services* attached to this

Agreement as “**Exhibit A**,” in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

- B. The Subrecipient shall ensure that the Subrecipient Contact Person identified in **Article 2, Paragraph B. (“The Parties”)** above is available to communicate and meet with the County’s staff to review activities on an “as needed” basis or as otherwise reasonably requested by the County.
- C. **Authority to Practice.** The Subrecipient hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request, however, failure by the County to request such proof shall in no manner be construed to alleviate the Subrecipient’s obligations pursuant to this paragraph.
- D. **Employees of the Subrecipient.**
1. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient removes any employee, volunteer, associate, or agent of the Subrecipient that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
 2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral termination of this Agreement by the County. Moreover, the Subrecipient shall:
 - a. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees performing work or services related to this Agreement; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees performing work or services related to this Agreement.
 3. Additional terms specific to this Agreement and related to the Subrecipient’s employees’ responsibilities and training requirements are included in the *Scope of Services* attached to this Agreement as “**Exhibit A**”.

E. **Non-Discrimination.**

1. The Subrecipient shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.
2. The Subrecipient shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see **Article 24, Paragraph D (“Federal Contract Terms”)**.

F. **Inherently Religious Activities.** If the Subrecipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Subrecipient of public funds, and in connection with the public services to be funded by the Subaward, the Subrecipient must adhere to the following stipulations:

1. The Subrecipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded by this Agreement;
2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and
3. Participation in such inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services and, therefore, the Subrecipient shall not implicitly or explicitly condition receipt of any Subaward-funded services on participation in any inherently religious activities.

Article 8: Compliance with the Uniform Administrative Requirements

- A. **Compliance with the Federal Uniform Administrative Requirements.** As a subrecipient of the Federal Award, the Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200. If the Federal Awarding Agency is HHS, the Subrecipient shall instead comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for HHS Awards* as found in 45 CFR Part 75.
- B. The Subrecipient hereby acknowledges and understands that the specific provisions of the Federal Uniform Administrative Requirements referenced in this Agreement are referenced only for emphasis. The exclusion of a specific applicable provision of 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75) from this Agreement does not alleviate the Subrecipient from its obligation to comply with such applicable provisions.

- C. **By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75), and any relevant Federal Awarding Agency guidance, and that it understands its obligations pursuant to such federal regulations and directives.**

Article 9: Procurement Standards

- A. **Procurement.** The Subrecipient must comply with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”) and must use such procedures when expending the Subaward. **Does the Subrecipient maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? “Yes” or “No”:** **Yes**

If “**Yes,**” then: By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”) and will use such procedures when expending the Subaward.

If “**No,**” then: By executing this Agreement, the Subrecipient hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”). As such, the Subrecipient hereby agrees to use the County’s purchasing procedures when expending the Subaward, which can be found at this link: <http://www.ocfl.net/vendorservices>.

B. **Simplified Acquisition Threshold.**

1. **“Simplified Acquisition Threshold”** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: \$250,000.
2. The Simplified Acquisition provided for in this Agreement is the one that the Subrecipient must use when making its expenditures of the Subaward, as it is the County-approved Simplified Acquisition Threshold for this Agreement.

- C. **Required Contract Provisions.** As a subrecipient of the Federal Award, the Subrecipient shall insert the relevant contract provisions found in Appendix II of 2 CFR Part 200 (or, for HHS awards: Appendix II of 45 CFR Part 200) (“**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**”) in all contracts into which it enters while expending the Subaward.

D. **Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.**

1. If the Subrecipient wishes to engage in sub-contracting or make any procurements pursuant to this Agreement, the Subrecipient understands that it must first:
 - a. Get written permission from the County’s Awarding Official Contact to enter into such a subcontract or make such procurement; and
 - b. Execute the *Small and Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Labor Surplus Area Firm Affidavit* attached as **“Form 2”** stating that the Subrecipient shall take the “Five Affirmative Steps” regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in 2 CFR §200.321 (or, for HHS awards: 45 CFR § 75.330) in the solicitation and selection of such subcontractor(s) or procurements.
2. Engaging in sub-contracting, pursuant to this Agreement without complying with both of these requirements is strictly prohibited.
3. Procurements specifically accounted for by line item in the *Budget* attached as **“Exhibit B”** are considered “approved in writing” by the County. However, the Subrecipient shall still be required to execute the *Small and Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Labor Surplus Area Firm Affidavit* for such budgeted procurements.

Article 10: Property Standards

- A. By executing this Agreement, the Subrecipient hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (or, for HHS awards: 45 CFR §§ 75.316-75.323) (**“Property Standards”**) and will use such procedures when handling and managing property procured with the Subaward.
- B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement not to sell, transfer, encumber, or otherwise dispose of property acquired with the Subaward without the written permission of the County.
- C. Title to **“Equipment”** as defined in 2 CFR 200.33 (or, for HHS awards: 45 CFR 75.2) that is purchased under this Agreement shall vest in the Subrecipient, subject to the conditions specified in 2 CFR 200.313 (or, for HHS awards: 45 CFR Part 75.320).

- D. **Coronavirus Relief Fund.** Pursuant to the guidance provided by the Department of the Treasury, all purchases made with Coronavirus Relief Fund funds may be kept by the non-Federal entity. **Is this Agreement funded by the Coronavirus Relief Fund? Yes or No:**
 No

If “Yes,” then: The above “**Property Standards**” provisions do not apply, however, the Subrecipient still must keep an account of all purchases made for the County’s review for compliance with this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

If “No,” then: The above “**Property Standards**” provisions apply as written and as provided in the applicable provisions of 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75).

Article 11: Budget and Invoicing

A. Budget.

1. The County-approved *Budget* for the Subaward is attached to this Agreement as “**Exhibit B**” and shall be the basis for which the County provides payment to the Subrecipient. The County may require a more detailed budget breakdown than the one contained herein, and the Agency shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the County.
2. Any changes to the *Budget* must be approved, in writing, by the County. The cost of any changes, modifications, change orders, and all other constructive changes to the *Budget* must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Services* attached as “**Exhibit A.**”
3. The Awarding Official Contact noted in **Article 2, Paragraph B (“The Parties”)**, or as later re-designated pursuant to **Paragraph C** of that same Article, may, in writing, approve any amendments to the *Budget* that are requested by the Subrecipient so long as:
 - a. If the Budget was drafted with approval of the Federal Awarding Agency, any such requested amendments do not increase the Subaward amount and are approved, in writing, by the Federal Awarding Agency; or
 - b. If the Budget was drafted without the Federal Awarding Agency pursuant to a discretionary Federal Award, any such requested amendments do not increase the Subaward amount and are deemed by the Awarding Official

Contact as being consistent with the *Scope of Services*.

4. Budget amendments that do not meet either requirement of **Article 11, Paragraph A.2.** above must be made by formal written amendment to this Agreement.

B. Invoices.

1. **General Invoices.** Invoices shall be delivered to the County in a form and with supporting documentation as approved, in writing, by the Awarding Official Contact noted in **Article 2, Paragraph B (“The Parties”)**, or as later re-designated pursuant to **Paragraph C** of that same Article. Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of invoices noted in this provision if there is a conflict between the two, invoices are due as followed:
 - c. The period for submission of General Invoices shall be **monthly** with such invoices due to the County by the **15th of the month subsequent to the provision of services** for which the County is being invoiced; and
 - d. **Initial Reimbursement Invoice.**
 - (1) If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the Subrecipient must submit a Reimbursement Invoice covering all eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **03/01/2020**) and ending on the date of execution of this Agreement. This Reimbursement Invoice shall be submitted no later than the date that the first General Invoice is due to the County.
 - (2) This Initial Reimbursement Invoice shall not be required if the Subaward Period of Performance and date of execution of this Agreement occur in the same month. If such occurs, the first General Invoice may include all expenses made for that month.
 - e. **Final Invoices.** Final Invoices shall be due to the County by the **15th of the month subsequent** to the expiration or termination of this Agreement.
2. **Federal Attestation.** Pursuant to 2 CFR § 200.415(a) (or, for HHS awards: 45 CFR § 75.415) (**“Required Certifications”**), the County is required to attest to the Federal Awarding Agency that all expenditures (including those made pursuant to this Subaward) were proper and in accordance with the terms and conditions of the Federal award and approved project budgets (if any). Accordingly, all invoices from the Subrecipient to the County must include the following executed attestation:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).”

3. The County reserves the right to withhold or deny payment of any invoice if such invoice:
 - a. Is incomplete or fails to provide the requisite supporting documentation;
 - b. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
 - c. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 12: Payment Terms

- A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual Subaward-eligible costs as permitted by the Federal Award and this Agreement. The Subrecipient shall make Subaward-eligible expenditures and then invoice the County for such expenditures pursuant to the invoicing terms found in **Article 11 (“Budget and Invoicing”)** of this Agreement.
- B. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.
- C. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.
- D. Should the Federal Awarding Agency withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.

- E. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:
1. Any goods or services provided that do not fall within the *Scope of Services* attached as “**Exhibit A**”;
 2. Any goods or services provided by the Subrecipient that the County determines to be unsatisfactory or in violation of federal, state, or local laws, rules, or regulations;
 3. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant current available, or already budgeted, funding for those goods or services; or
 4. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third party program or insurance provider.
- F. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services*.
- G. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.
- H. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.
- I. **At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant or related to this Agreement or the Federal Award.**
- J. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as “**Form 3.**” Additionally, the Subrecipient hereby certifies to the County that, if received an advance of the Subaward:

1. It shall comply with 2 CFR 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) (“**Payment**”) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient’s disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 CFR 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.
2. **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Subrecipient shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County’s Risk Management Division if the Subrecipient is a “state agency or subdivision” as defined by Section 768.28(2), Florida Statutes.

Article 13: Return of Funds

- A. **Unauthorized Expenditures.** The Subrecipient shall reimburse the County for all unauthorized expenditures.
- B. **Payment(s) in Error.** The Subrecipient shall return to the County any payments made to the Subrecipient that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Work* attached as “**Exhibit A**” or the Federal Award (“**Payment(s) in Error**”).
 1. In the event that the Subrecipient, or any outside accountant or auditor, determines that a Payment in Error was made, the Subrecipient shall return to the County any associated funds no later than ten (10) business days from when the Subrecipient became aware of such Payment in Error.
 2. In the event that the County discovers a Payment in Error, the County shall notify the Subrecipient and the Subrecipient shall return any associated funds to the County no later than ten (10) business days of the Subrecipient’s receipt of such notice.
- C. **Federal Disallowance(s).** If the federal government demands reimbursement from the County due to a disallowance or finding that an expense or cost that the County provided to the Subrecipient was in any way improper or not in compliance with the Federal Award,

the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the two dates.

- D. **Delay or Failure to Return Funds.** Should the Subrecipient fail to reimburse the County for any Payment in Error or Federal Disallowance within the time designated, the County may respond with any number of the following actions:
1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 3. Terminate this Agreement; or
 4. Bar the Subrecipient from being considered when issuing future Federal Subawards or other County agreements.

Article 14: Progress Reporting

- A. Progress reports shall be delivered to the County on a form approved by the in writing, by the Awarding Official Contact noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article.
- B. At minimum, such progress reports must detail the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Services* attached as **"Exhibit A."** The County reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Subrecipient as it deems necessary to meet its federal reporting requirements and monitoring obligations.
- C. Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of progress reports noted in this provision if there is a conflict between the two, progress reports shall be submitted on a **monthly** basis and **are due by the 15th of the month subsequent to the provision of services of which the Subrecipient is reporting.**
- D. Failure to provide the required progress reports in accordance with this Article may necessitate the County's withholding of payment on any subsequent invoices and shall be

considered cause for termination by the County pursuant to the terms of termination in this Agreement.

- E. If a portion of the Subaward was advanced, failure to provide the required Progress Reports in accordance with this Article will obligate the Subrecipient to, at the County's written request, return to the County the balance of any unexpended advanced Subaward funds.
- F. Additional progress reporting requirements specific to this Agreement are included in the *Scope of Services* attached to this Agreement as "**Exhibit A**".

Article 15: Maintenance, Retention, and Access to Records

- A. The Subrecipient, and its subcontractors (if any) that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Article.
 - 1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
 - 2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
 - 3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
 - 4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
 - 5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The Subrecipient shall permit the County, the Comptroller of Orange County (the “**Comptroller**”), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
 7. If the *Scope of Services* in “**Exhibit A**” is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.
 8. Additional recordkeeping and accounting standards specific to this Agreement are included in the *Scope of Services* attached to this Agreement as “**Exhibit A**”.
- B. **The Subrecipient shall ensure that the provisions of this Article and the relevant recordkeeping and accounting standards contained in the *Scope of Services* are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.**

Article 16: Monitoring Requirements

- A. **Monitoring.** The Subrecipient hereby acknowledges that the County has an obligation to monitor the Subrecipient’s programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.331 (or, for HHS awards: 45 CFR § 75.352) (“**Requirements for pass-through entities**”). By executing this Agreement, the Subrecipient hereby agrees to permit the County, the Comptroller, or the designee of either, to perform such program and financial monitoring periodically.
- B. **Letter of Findings.**
1. If during a monitoring session the County, the Comptroller, or the designee of either, discovers any defect in the Subrecipient’s performance under this Agreement (whether programmatic, financial, etc.), a “Letter of Findings” shall be provided to the Subrecipient.
 2. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

Article 17: Audit Requirements

- A. **Auditing.** As a subrecipient of the Federal Award, the Subrecipient is obligated to comply with the federal auditing requirements found in 2 CFR 200 Subpart F (or, for HHS awards: 45 CFR § Subpart F) (“**Audit Requirements**”).
- B. **Authorization to Audit.** The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit Subrecipient’s:
1. Disbursement of the Subaward;
 2. Service or program delivery; and
 3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.
- C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.
1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Suprecipient must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (or, for HHS awards: 45 CFR § 75.514), unless the Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (or, for HHS awards: 45 CFR § 75.501(c)).
 2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
 3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) calendar days after the close of the Subrecipient’s fiscal year.
- D. **Submission of Audits and Audited Financial Statements.**

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (or, for HHS awards: 45 CFR § 75.512), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:

**Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802**

- E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.
- F. **Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.**

Article 18: Insurance

- A. The Subrecipient agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this "Insurance" subsection. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
- B. The Subrecipient shall require and ensure that each of its sub-contractors/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 in this "Insurance" subsection.

C. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:

1. **All Subrecipients:**

Commercial General Liability – The Subrecipient 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 one million dollars (\$1,000,000) per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Orange County, Florida.

2. **Subrecipients providing services at County facilities:**

Workers’ Compensation – The Subrecipient shall maintain coverage for its employees with statutory workers’ compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer’s 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 the *Leased Employee Affidavit* attached as “**Form 4.**”

Business Automobile Liability – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient 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.

3. **Subrecipients providing services to vulnerable populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). “Vulnerable

Person(s)” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Subrecipients providing services that are of a professional nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“SERP”) during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this “Insurance” subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Subrecipient 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 Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

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

H. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes):

1. **Article 18, Paragraphs A-G** are not applicable. However, such paragraphs do apply to any of the Subrecipient’s subcontractors that are not agencies or political subdivisions of the State of Florida.
2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County’s Risk Management Division at the address in **Article 18, Paragraph G** above.

Article 19: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party’s officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Sovereign Immunity.**

1. The County’s above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County’s sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.
2. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Article 19, Paragraph B.1.** above applies to the Subrecipient in the same manner in which it applies to the County.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits,

lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Subrecipient under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

- D. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Article 19, Paragraph C.2.** above applies to the Subrecipient in the same manner in which it applies to the County.

Article 20: Independent Contractor, Non-Agent Subrecipient, and Third Parties

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker’s compensation matters.
- B. **Non-Agent Subrecipient.** The Orange County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County’s behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, and shall not be construed as to, appoint the Subrecipient as an agent of the County. Additionally, no review or approval of services, invoices, or records may be construed as the County appointing the Subrecipient as an agent of the County.
- C. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, or the Federal Government, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Article 21: Confidentiality

A. Health Insurance Portability and Accountability Act (“HIPAA”)

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
 - a. Is not “**Protected Health Information**,” as defined in 45 CFR § 160.103; or
 - b. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
2. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:
 - a. A Business Associate Agreement (or an adequate patient/client/individual release) has been executed in a form substantially similar to the *Business Associate Addendum* attached to this Agreement as “**EXHIBIT 1**”; and
 - b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

B. Florida Information Protection Act (“FIPA”)

1. Pursuant to Section 501.171(g)1., Florida Statutes, “**Personal Information**” means either of the following:
 - a. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - (4) Any information regarding an individual’s medical history, mental

or physical condition, or medical treatment or diagnosis by a health care professional; or

- (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If, pursuant to this Agreement, the Subrecipient is maintaining, storing, or processing personal information on behalf of the County, the Subrecipient is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the County in the event of a breach of security of the Subrecipient's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
 3. The Subrecipient shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Subrecipient.

C. **Florida Trade Secret Protections**

1. Pursuant to Section 815.045, Florida Statutes, "**Trade Secret Information**," as defined in Section 812.081, Florida Statutes, and as provided for in Section 815.04(3), Florida Statutes, is expressly confidential and exempt from the public records law because it is a felony to disclose such records.
2. If the *Scope of Services* attached as "**Exhibit A**" includes storing, collecting, reviewing, or accessing information related to business entities that could be considered Trade Secret Information, the Subrecipient hereby certifies that it will hold any such information confidential and will not release or disclose it to any third party without express, written permission from either: (a) the County; or (b) the business entity in question.

Article 22: Termination

- A. **Termination for Convenience.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B (or, for HHS Awards: 45 CFR Part 75, Appendix II, Paragraph B), contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be effected and the basis for settlement. As such, the County may terminate this Agreement at any time for any reason by providing a written thirty (30) calendar day notice to the Subrecipient. If this Agreement is terminated by the County for convenience, the Subrecipient shall only be paid for the funding-applicable work completed as of the date of the Subrecipient's receipt of such termination, unless otherwise specified in the County's termination notice. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement for convenience.
- B. **Termination by the Subrecipient.** Pursuant to 2 CFR § 200.339(a)(4) (or, for HHS Awards: 45 CFR § 75.372(a)(4)), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.
- C. **Termination for Cause.**
1. **Immediate Termination.**
 - a. The County reserves the right to terminate this Agreement immediately, to be effectuated as of the Subrecipient's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Subrecipient Contact Person noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Subrecipient with such notice in the manner provided in **Article 5 ("Notices")** of this Agreement.
 - b. Immediate Termination pursuant to this provision shall be permitted for any of the following reasons:
 - (1) The Federal Awarding Agency terminates the Federal Award;
 - (2) Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;

- (3) The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
- (4) The Subrecipient uses Subaward funds for a purpose not authorized under the terms of this Agreement;
- (5) The Subrecipient files bankruptcy or otherwise becomes insolvent;
- (6) The Subrecipient is determined to be ineligible to do business in the State of Florida;
- (7) If the Subrecipient is a non-profit agency, loss of the Subrecipient's non-profit status;
- (8) If the County has a Business Associate Agreement with the Subrecipient, the County has terminated that Business Associate Agreement for cause; or
- (9) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.
3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient the opportunity to cure any stated breach. If the County provides such opportunity to cure, shall:
 - a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
 - b. Allot an appropriate deadline by which the Subrecipient must provide its proposed cure to the County.
4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the County determines that termination of

this Agreement was due to the Subrecipient's material failure to comply with the Subaward's terms and conditions, the County reserves the right to report the Subrecipient to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management ("SAM").

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c) (or, for HHS Awards: 45 CFR § 75.372(c)) continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.343 ("Closeout") and 200.344 ("Post-Closeout Adjustments and Continuing Responsibilities") (or, for HHS Awards: the requirements in 45 CFR §§ 75.381 through 75.390);
2. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);
3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;
4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;
5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;
6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;
7. Take any other actions as reasonably directed in writing by the County; and
8. If the *Scope of Services* attached as "**Exhibit A**" includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, the Subrecipient shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, any funds owed to the County due to any overages paid to, or breach of contract by, the Subrecipient shall be

deducted from the amount due the Subrecipient. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.

G. Force Majeure.

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence. Notwithstanding the foregoing, the Subrecipient cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.
2. The above notwithstanding, in order to claim delay pursuant to this provision, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: Florida State Terms

A. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - 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 Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
- d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.
- e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- f. All records stored electronically shall 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

- 2. **Florida Agencies.** If the Subrecipient is an "Agency" as defined by Section 119.011, Florida Statutes, then the Subrecipient shall comply with its own obligations under Chapter 119, Florida Statutes. The Subrecipient additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Subrecipient will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

B. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient 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 Agreement, the Subrecipient certifies that it 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. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not:
 - a. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
4. The County reserves the right to terminate this Agreement immediately should the Subrecipient 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 Statutes, subsequent to entering into this Agreement with the County.
5. If this Agreement is terminated by the County as provided in **Article 23, Paragraph B.4.a.** above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in **Article 23, Paragraph B.4.b.** above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
6. Unless explicitly stated in this Article, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Article.

Article 24: Federal Contract Terms

Section 1: Federal Terms (For: All Contracts)

- A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
- C. **Suspension and Debarment.**
1. The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment And Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.
 2. By executing this Agreement, the Subrecipient hereby certifies that:
 - a. It does not appear on the SAM Exclusions list;
 - b. It shall maintain an active registration with SAM for the entire Term of this Agreement; and
 - c. It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.
 3. The Subrecipient shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 4. The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Be found to have misrepresented its SAM system status in any manner; or
 - b. Fail to notify the County of any change in its status under the SAM system.

5. By executing this Agreement, the Subrecipient certifies is in compliance with the terms of this Article and 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”). This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

D. Non-Discrimination.

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.

E. Rights to Inventions Made Under this Agreement. If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.

F. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Subrecipient’s actions pertaining to this Agreement.

G. Procurement of Recovered Materials. If the Subrecipient is a state agency or agency of a political subdivision of the state, then pursuant to 2 CFR § 200.322 (or, for HHS awards: 45 CFR § 75.331) (“**Procurement of Recovered Materials**”):

1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272

(1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC § 6962) should it purchase:

- a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
2. The Subrecipient, when making purchases that meet the thresholds listed in subparagraphs “1a” and “1b” of this provision, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparagraph “1a” and “1b” of this provision.
4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Subrecipient’s ability to be awarded federally-funded contracts by the County in the future.
5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 CFR § 247.6 (“**Affirmative Procurement Programs**”).
7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

Section 2: Federal Terms (For: Contracts that Exceed \$100,000)

- A. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall:
1. File a *Certification Regarding Lobbying* attached to this Agreement as “**Form 5**” (if applicable);
 2. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and
 3. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.
- B. **Contract Work Hours and Safety Standards Act.** If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Subrecipient must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 CFR Part 5). Specifically:
1. **Overtime requirements.** No subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph 1 of this provision, the Subrecipient and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Subrecipient and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph 1 of this provision, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph 1 of this provision.

3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor under this Agreement, or any other Federal contract with the same Subrecipient, or any other federally-assisted contract subject to the “Contract Work Hours and Safety Standards Act,” which is held by the Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 2 of this provision.
4. **Subcontracts.** The Subrecipient or its subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 4 of this provision and shall also insert a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs 1 through 4 of this provision.

Section 3: Federal Terms (For: Contracts that Exceed \$150,000)

- A. **Clean Air Act.** If this Agreement’s value exceeds one hundred and fifty thousand dollars (\$150,000) in value, the Subrecipient agrees to:
 1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 2. Report each violation to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- B. **Federal Water Pollution Control Act.** If this Agreement’s value exceeds one hundred and fifty thousand dollars (\$150,000), the Subrecipient agrees to:
 1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.;
 2. Report each violation to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to

assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and

3. Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in party, with federal assistance provided by the Federal Awarding Agency.

Section 4: Federal Terms (For: Contracts that Exceed the Simplified Acquisition Threshold)

A. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold, which for the purposes of this Agreement is: \$250,000.

Article 25: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").

- C. **Conflicts.** The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- I. **Remedies.** No remedy conferred upon any party in this Agreement 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.
- J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement

be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

- K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- M. **Use of County and Subrecipient Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.
- O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- P. **Written Modification.**
1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.
 2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that

the County is permitted to unilaterally “pass-down” to the Subrecipient without formal amendment to this Agreement.

- a. By execution of this Agreement, the parties hereby agree that the contents of the *Required Information for Federal Subawards Table* found in “**Exhibit C,**” and as located in **Article 3 (“Federal Award Information”)** and **Article 4 (“Federal Subaward Information”)** are able to be unilaterally amended by the County and that such unilateral amendment shall be binding upon the parties of this Agreement so long as they are based on the Federal Awarding Agency’s Notice of Award or a Federal Grant Adjustment Notice issued by the Federal Awarding Agency.
 - b. The County shall provide notice such unilateral amendments to the Subrecipient in a timely fashion to both by electronic mail to the Subrecipient Contact Person noted in **Article 2, Paragraph B (“The Parties”)**, or as later re-designated pursuant to **Paragraph C** of that same Article, and in compliance with **Article 5 (“Notice”)**.
3. The Subrecipient hereby agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 26: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Exhibit A	Scope of Services
Exhibit B	Budget
Form 1	Standard Form Amendments
Form 2	Small and Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), and Labor Surplus Area Firm Affidavit
Form 3	Subaward Advance Terms and Affidavit
Form 4	Leased Employee Affidavit
Form 5	Certification Regarding Lobbying
Appendix Coversheet	Any additional attachments required by the Federal Awarding Agency or the County.
Attachment 1	Documentation of the County’s Receipt of the Federal Award
Attachment 2	Business Associate Addendum

Article 27: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, 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.

The County has executed this Agreement on the date set forth below.

ORANGE COUNTY, FLORIDA
By: The Board of County Commissioners

By: Carrie Mathes
 Carrie Mathes, Procurement Division Manager **or**
 Zulay Millan, Procurement Division Assistant
Manager
Date: 10/29/2021

The Subrecipient has executed this Agreement on the date set forth below.

The Center for Multicultural Wellness and Prevention, Inc.
1685 Lee Road, Suite 200
Winter Park FL 32789
By: M. Francis
Date: 10/07/2021

EXHIBIT A

SCOPE OF SERVICES

I. OVERVIEW

In 2019, The U.S. Department of Health and Human Services (HHS) launched an Ending the HIV Epidemic (EHE): A Plan for America. The goal set forth by HHS is to reduce new HIV infections by 75% by 2025 and at least 90% reduction by 2030. Orange County was identified as one of the areas accounting for more than 50 percent of new HIV diagnoses in recent years and was awarded \$1 Million for EHE efforts for a five year service period. One of the strategies that Orange County is responsible for implementing is to treat the infection rapidly and effectively to achieve viral suppression.

The Orange County Health Services Department is soliciting proposals for Psychosocial Support Services (Peer Services) in order to assist clients in accessing and maintaining care with the goal of becoming virally suppressed. This proposal will fund one agency to hire three Peer Support Specialist positions. The Peer Support Specialist will target individuals that are not virally suppressed. The Peer Support Specialists will be trained to implement evidence based strategies in order to engage individuals in care. The number of clients served and their rates of retention in care and viral suppression will determine success for this project. Services will be focused in Orange County.

The number of clients served and their rates of retention in care and viral suppression will determine success for this project. This project may be renewed on an annual basis for a total of five years. If no agencies meet the criteria, no awards will be made

Service Category: Psychosocial Support Services (Peer Services)

Available Funding: \$135,000 (3 positions)

Health Resources and Services Administration (“HRSA”) Definition:

Psychosocial Support Services – Psychosocial Support Services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Caregiver/respite support (RWHAP Part D)
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

II. Orlando Eligible Metropolitan Area, EMA Service Philosophy:

EXHIBIT A

- A. People living with HIV “PLWH” (“Client”) may experience challenges associated with their condition. These challenges may include social disenfranchisement, self-imposed isolation, lack of support systems, inadequate financial resources, lack of comprehensive and interdisciplinary services, as well as delays in the development of sufficient resources.

New combination antiretroviral therapies (ART) have significantly increased the life expectancy for individuals living with HIV: however, adherence to HIV treatment is critical to achieving successful viral suppression. Peer Support was designed to address three kinds of social support (affirmational, emotional, and informational) to promote adherence. Individuals with consistently high levels of ART adherence (called Peers) support other individuals living with HIV (called Clients) to initiate or change their ART regimen, or ART-experienced Clients struggling to maintain adherence.

- B. The Orange County Health Services Department (“Recipient”) funds Psychosocial Support Services, which shall be limited to Peer Mentoring/Counseling and Peer Mentor - Facilitated Support, and educational/informational individual and group services (hereinafter collectively referred to as “Services”). Peer Mentoring / Counseling and Peer Mentor-facilitated support group services shall include, but are not limited to, provision of psychoeducational counseling and support activities including HIV support groups, caregiver support, and bereavement counseling. The Peer Mentor model utilizes a strength-based approach, which seeks to empower the client. All such Services provided under this Contract shall be furnished to those PLWH/A who meet the eligibility requirements set forth by the Recipient.

Recipient is seeking Psychosocial Support Service Peer Mentoring delivery models (hereinafter “Program”) capable of working in collaboration with Medical Case Management Services and Outpatient Ambulatory Health Services to promote Client independence and to provide a comprehensive support infrastructure to help sustain consistent adherence to ART. The Program shall emphasize the introduction and maintenance of the Client’s primary medical care, ensuring adherence to prescribed medication regimes, and providing linkages to other necessary supportive services as available. Peers, in conjunction with Medical Case Managers, shall assist Clients in making informed decisions regarding their care and providing options that are in the Client’s best interest.

The Agency shall ensure that all Service Providers demonstrate knowledge of HIV-spectrum disease, its psychosocial dynamics and implications, including cognitive impairment and generally accepted treatment modalities and practices

III. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The Agency shall provide services to individuals living with HIV that reside in Orange County. The psychosocial support services should be targeted to clients who are not

EXHIBIT A

virally suppressed. Clients that are eligible for Ryan White Part A services should be linked to Referral Specialist for Ryan White Part A eligibility to be completed.

2. Evidence of eligibility for the Client shall be provided to the Recipient upon request. Files for each Client shall be kept separately. Under no circumstances shall the Agency combine the files for Clients and other Service recipients.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:
 - a. The Peer Mentor model utilizes a strength-based approach, which seeks to empower the client to build a strong and trusting relationship with the Clients, as well as their respective partners and family members (hereinafter collectively referred to as (“Client Family”). It is essential that Peers act as a positive role model for change to promote HIV medical adherence; self-empowerment in accessing and sustaining primary care and to advocate for continued HIV risk reduction and preventative behaviors.
 - b. The Agency shall be responsible for ensuring all Peers providing services under this Contract meet the minimal requirements, as set forth herein:
 - i. High School diploma or equivalent;
 - ii. Optimal adherence to ART;
 - iii. Understands the importance of sticking to medication regimen
 - iv. Familiarity with community (EMA geographical area);
 - v. Ability to work with other professionals as part of the HIV care team;
 - vi. Good communication skills;
 - vii. Open minded (non-judgmental);
 - viii. Abstinent from using street drugs or does not have an alcohol use disorder;
 - ix. Ability to reflect on and apply life experiences;
 - x. Possesses an understanding of how the RWHAP works: and

EXHIBIT A

- xi. Self-disclosed PLWH.
- c. The Agency shall maintain documentation in the EDMS demonstrating the following:
 - i. Regular participation in case conferences;
 - ii. Development of an individual case plan in conjunction with the client;
 - a. Determine goals to be reached
 - b. Strategies for resolution
 - c. Update on an ongoing basis
 - d. Address the disposition of each goal
 - iii. Review Case Manager's assessment and notify of any updates/changes to the Client's assessment;
 - iv. Teaching or practicing self-management skills with Clients;
 - v. Providing assistance and monitoring progress of Client's Case Plan developed by their Medical Case Manager or other professional (i.e. Mental Health Provider);
 - vi. Complement, rather than replace, the roles of other professionals;
 - vii. Teaching Clients about safer sex strategies;
 - viii. Helping Clients understand how HIV medications can help them and the importance of adherence;
 - ix. Help Clients make decisions about disclosing their HIV status;
 - x. Help Clients talk openly with their doctors; and
 - xi. Serve as a critical bridge between Clients and providers.
- d. The Agency shall ensure that all Client files provide adequate documentation of the Services provided (e.g. crisis intervention, biopsychosocial assessment, individual sessions, including telephone contacts, support groups sessions, etc.), dates of Service, and consistency with the RWHAP Part A requirements.
- e. The Agency shall demonstrate a method for provision of Services in cases of emergencies occurring outside of regular business hours.

EXHIBIT A

- f. The Agency shall maintain documentation per the grant guidelines demonstrating that Funds received under this Contract (hereinafter “Grant Funds” or “Funds”) are used only for those Services allowable under this Contract.
 - g. The Agency shall maintain personnel files for each employee per the grant guidelines. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance reviews, and other necessary qualifications all of which shall be in compliance with the applicable standards.
 - h. The Agency shall provide and ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
 - i. The Agency shall be required to comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local standards of care (www.ocfl.net/RyanWhite).
 - j. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.
2. Employee Training.
- a. The Agency employee assigned to this contract, shall be required to participate and complete a formal evidence based Peer certification program proposed and/or approved by the Recipient within the first 6 months of hire
 - b. The Agency shall be responsible for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of services as defined under this Contract.
 - c. The Agency shall implement the employee annual training program (hereinafter “Training”) through training program plans (hereinafter “Training Plans”) for ongoing staff development and training of staff. Maintenance of licensure and certification, as applicable, is the responsibility of the respective employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services has completed the Recipient approved and provided Peer certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.

EXHIBIT A

- d. The Agency shall furnish upon request from the Recipient description and explanation of the Training and the Training Plans offered to the employees for approval. A copy of the Training Plan shall be included as an attachment to the Work Plan and provided to the Recipient 30 days after issuance of the award. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Client contact hours, and delineation of whether the specific training is mandatory.
 - e. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as generally accepted clinical guidelines for the Client.
 - f. The Agency shall ensure that Training includes the following topics:
 - i. Establishing rapport and a professional relationship with the Clients;
 - ii. Methods of engaging Clients;
 - iii. Special Issues relating to working with the HIV affected/infected Service Population;
 - iv. Confidentiality/HIPAA and professional ethics;
 - v. Knowledge of public assistance programs, eligibility requirements, and benefits; and
 - vi. The Agency's emergency plan, disaster relief resources, and planning and procedures.
 - g. Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, and completion of any formal evidence based Peer training program proposed and/or approved by the Recipient.
 - h. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee's personnel file and made available to the Recipient upon request.
3. Supervisor Training. Supervisors shall complete a comprehensive training program which shall be approved by the Recipient with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV disease issues such as adjustment

EXHIBIT A

disorders, anxiety or depression, sleep disorders, substance use disorder, psychiatric disorders, physical illness, depressive disorders, mania, dementia, delirium, psychotropic medication related disorder.

4. Outreach Activities.
 - a. The Agency shall conduct outreach activities for potential Clients to promote the availability of services.
 - b. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
 - c. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.
5. Key Points of Entry.
 - I. The Agency shall maintain appropriate relationships with Key Points of Entry (“KPOE”), as defined by HRSA, into the health care system.
 - II. KPOE shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance use disorder and mental health treatment programs, sexually transmitted infection (“STI”) clinics, detoxification centers, detention facilities, public health departments, and homeless shelters.
 - III. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.
6. Orientation. The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include, Recipient approved and required trainings such as, but not be limited to: (i) EHE Overview (ii) RWHAP Overview; (iii) attendance of supervision in staff meetings; (iv) shadowing other staff; (v) conferences; (vi) webinars; and (vii) encounters with Clients.

IV. Agency’s Role.

A. Agency’s Role.

1. Information and Referral. The Agency shall provide information and referrals to other agencies for allowable services, as needed.

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2. Medical and Medication Assistance.
 - a. Work as part of the Client's health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing as applicable, in order to improve the assessment of the Client's needs. Documentation shall include the date of the case conference, names and titles of participants, biopsychosocial issues and concerns identified, description of guidance and/or follow-up plans.
 - b. Assist and reinforce Client compliance with their respective Case Plan (if applicable) as a basis to promote the practice of healthy behavior.
 - c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.
 3. Miscellaneous.
 - a. The Agency shall have the ability to work with various target populations including, but not limited to, the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Post-Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Individuals with injection drug use and/or other substance use disorders; and
 - viii. Seniors (55+).
 - b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.
- B. Supervisor Roles and Responsibilities.
1. Providing technically competent and motivational support to staff and Clients.

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2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
 3. Provide Client care related supervision.
 4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
 5. Meet regularly with staff to discuss issues relating to the Clients.
 6. Supervisors shall maintain a professional demeanor.
 7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
 8. Staff performance evaluations to be completed annually and maintained in personnel file.
 9. Supervision shall be provided by a Bachelor's Degree level professional in the field of mental health, social work, counseling, social science, or nursing.
- C. Discharge/Graduation.
1. Case closure is a process by which Clients are dis-enrolled from active Services.
 2. All attempts to contact the Client and notifications about case closure shall be communicated to ~~the Case Manager~~ other service providers as well as documented in the Client's EDMS electronic file and shall include the reason(s) for closure.
 3. Cases may be closed when the Client:
 - a. has achieved the goals listed on the Treatment Plan;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;
 - f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility; or

EXHIBIT A

g. is found to be improperly utilizing the Service or is asked to leave the program.

4. Supervisor approval is required for all case closures.

V. Grant Award.

- A. The total Grant award amount to the Agency, under this Contract, shall not exceed \$135,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B. Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order (“DO”). The Recipient shall notify the Agency of any change to this dollar amount in writing in the form of a DO. In no event, shall a DO authorize the reimbursement of costs exceeding the total Grant award identified in subsection A above.
- C. Any increase to the total Grant award for this Contract shall require an amendment to the Contract which shall be approved by the County in writing and executed by both parties.
- D. Requests for payment or reimbursement that exceed the authorized award amount without an approved DO or executed amendment to this Contract may be denied at the sole discretion of the Recipient.

VI. Funding.

- A. The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach which may result in termination of this Contract, at the sole discretion of the Recipient.
- C. The Agency agrees to return any Funds received under this Contract for Services provided to those Clients with incomplete eligibility documentation or for those deemed to be ineligible upon Recipient review.
- D. The Recipient reserves the right to deny payment for any requests for payment or reimbursement request from the Agency whereby the services rendered do not comply with this Contract.
- E. Funding is limited and shall be based on availability. Funding amounts shall not be guaranteed and may be subject to change at the sole discretion of the Recipient.

EXHIBIT A

- F. The Agency acknowledges that any remaining unspent Funds awarded for the Grant year shall not be carried over to the following Grant year.
- G. The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H. The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VII. Data and Quality Management:

- A. **Quality Management.** The Agency shall have in place a written quality assurance and continuous quality improvement process and quality management plan that ensures ongoing quality assurance activities.
- B. **Service Unit Definition:** 1 unit = 1 visit.
- C. **Outcome Measures and Indicators:** At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the HRSA standards and regulation, as applicable.
- D. **Service Documentation.**
 - 1. Service Providers are expected to utilize measured program and service delivery outcomes in order to enhance service delivery. Performance improvement and corrective action plans closing the identified performance gaps shall be provided to the Recipient on a quarterly basis. Submission dates shall be as established by the Recipient’s Office. Failure to provide the required reports shall be considered as non-compliance with this Contract and may result in the withholding of payment for services or termination of this Contract.
 - 2. The Agency shall report Service activities on a monthly basis by the fourth (4th) business day of the month, or as additionally requested by the Recipient.
 - 3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, number of visits, Service units, demographics, risk factors, WICY (Women, Infant, Children and Youth) data, clinical outcomes, county of residence, and other data as described in this Contract, or as requested by the Recipient.
 - 4. Reports shall be collected using the Recipient approved EDMS or other systems, as designated by the Recipient.

EXHIBIT A

5. Upon Recipient request, the Agency shall provide documentation that Grant Funds under this Contract are used only to support eligible activities.

E. Requirements. Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses must be displayed prominently in the Agency's premises.

VIII. Categorical Line-Item Budget:

A. The Agency shall submit to the Recipient a categorical line-item budget for each term of the Contract, whether the payment method is line-item budget, fixed-price unit rate, or another form of payment. If the Contract amount is increased or decreased at any time during the Contract term, the Agency shall provide a revised budget within thirty (30) days of the funding change.

B. The categorical line-item budget shall be approved by the Recipient and the Agency shall make all necessary changes recommended by the Recipient.

C. The Agency shall use their approved condition of award budget (which shall include the categorical line-item budget) as an original budget. Any expenditure made by the Agency relating to this Contract, and the associated Grant, shall be within the approved budget, including administrative costs, which shall not exceed ten-percent (10%) of the total Contract amount, as applicable. For any position that is fully or partially paid for by Ending the HIV Epidemic funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time.

D. The Agency shall maintain sufficient resources to meet any expenses incurred during the period of time between the provision of Services and payment by the Recipient.

IX. Recordkeeping and Accounting Standards.

A. The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award.

B. The Agency's financial management system shall have the capacity to segregate direct costs from indirect costs; establish separate cost centers for each service category to capture allowable (reimbursable) costs; establish separate cost centers for each service category to capture unallowable costs, and the value of donated goods and services, if applicable.

C. In addition, the Agency shall incorporate a timekeeping system that identifies

EXHIBIT A

employees' time and effort by Service, funding source for each Service category, and documentation for cost allocation.

- D. The Agency shall provide monthly postings and closing of account records.
- E. The Agency shall be responsible for maintaining an acceptable recordkeeping system, which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to Ending the HIV Epidemic funding source.
- F. The Agency shall have a basic accounting system, which identifies the total cost of the Agency's organization, and the Agency shall make full use of the Agency's financial accounting system to separate costs into cost centers.
- G. The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
- H. Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
- I. Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost will facilitate appropriate allocation of costs.
- J. Service categories shall be as defined by the Recipient in the Contract to allow for Service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.

X. Billing Requirements and Payments:

A. Billing Requirements:

1. The Agency shall submit all invoices and/or requests for reimbursement/invoice to the Recipient by the fourth (4th) business day of each month. The Agency understands that any unspent Funds from any given Grant year shall not be carried forward to the following Grant year.
2. The Agency shall not receive payment for work found by the Recipient to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, or regulation.
3. Agency (sub-recipient) invoices shall be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue

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or concern with the sub-recipient is identified, the Recipient's staff shall be responsible for promptly working with the Agency to resolve the issue or concern. As part of this attempt, the Recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charged invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office shall contact the Agency who shall promptly provide detailed justifications and support. In the event the Agency fails to promptly provide such justification or clarification, the invoice amount shall be reduced and expenses disallowed.

4. Invoices submitted to the Recipient shall contain a minimum level of information including, but not limited to, the following:
 - a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;
 - e. Period of performance covered by invoice;
 - f. Description of goods and services reflected by the billings;
 - g. Current period of costs (with sufficient detail and backup information);
 - h. Sub-recipient contact person with respect to the invoice;
 - i. Statement that the expended funds are reasonable, allowable, and allocable;
 - j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
 - k. An EDMS report or such additional information as may be requested by the Recipient.
- B. Payments.
1. This is a cost reimbursement contract. The Recipient shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed \$135,000. Total reimbursement shall not exceed \$45,000 per position for position including salaries, benefits, operational and administrative costs.

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2. The budget cost reimbursement invoice shall include the following:
 - a. Salaries.
 - i. For any position that is fully or partially paid for from Ending the HIV Epidemic funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - ii. The Agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
 - b. Fringe Benefits.
 - i. The Agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
 - ii. The Consolidated Appropriations Act, 2012 (P.O. 112-74), enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of an Executive Level II.
 - iii. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.
 - c. Staff Training.
 - i. List travel costs according to local and long distance travel.
 - ii. The budget shall also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participation in meetings and other proposed trainings or workshops.
 - d. Staff Mileage. For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/ Client(s) completing the travel shall be outlined.
 - e. Office Supplies.
 - i. List the items that the project will use. In this category, separate

EXHIBIT A

office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.

- ii. Copies of paid invoices showing the cost of items purchased and proof of payment.
- f. Equipment.
 - i. List equipment cost, copy of invoice and proof of payment.
 - ii. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (Five Thousand Dollars) or more and a useful life of one (1) or more years. For example, items such as computers and furniture.
- g. Other Expenses. List all direct costs incurred that do not fit into any other category.
- h. Total Operating (Direct Cost) Expenses. All costs listed above shall be considered as operational expenses/direct costs.
- i. Administrative Expenses.
 - i. There shall be an administrative cost cap that shall not exceed ten percent (10%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.
 - ii. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.
- 3. The Agency shall only submit invoices for indirect costs if the Agency has developed a "Cost Allocation Plan" and has an approved rate from the Federal Cognizant Agency or the non-federal entity may elect to charge a "de minimis" rate of ten-percent (10%) of the modified total direct costs (MTDC), which may be used indefinitely, as described in 45 CFR 75, as applicable Indirect (F&A) costs of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The only administrative costs that will be reimbursed are indirect costs. Modifications within each category of the above line-item budget of less than ten percent (10%) of any permitted line-item are permitted without prior

EXHIBIT A

approval by the Recipient, so long as notification of such modification(s) are submitted to the Recipient. Budget line-item shifts of ten percent (10%) or more shall require the submittal of a written request, prior review and approval by the Recipient.

4. Completed invoices shall include a copy of the approved annual budget, the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the Recipient's office and will be processed for payment only after documentation has been verified for completeness.
5. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The Recipient shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.
6. In addition, the Recipient may require a more detailed budget breakdown than the one contained herein, and the Agency shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the Recipient.
7. The Agency shall provide monthly invoices with complete supporting documentation for all units of Service billed.
8. The following requirements shall apply for line-item budget cost reimbursement:
 1. Upon receipt, review, and approval of the Agency's completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 2. The overall period for reimbursement of an approved payment package may take up to forty-five (45) days from the date of approval by the Recipient. Invoices submitted by the Agency which are determined by the Recipient to be incomplete, or those failing to include all of the required supporting documentation, shall be rejected and may result in a delay in processing or potential denial of payment.

The Recipient shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Recipient's

EXHIBIT A

Grant Office. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

XI. General Conditions of Award:

A. Service Locations, Days, and Hours of Operation

Services are to be provided in Orange County or as stated and approved by the Recipient in the Work Plan. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the Work Plan narrative for review and approval.

B. Languages

Service Providers shall demonstrate cultural sensitivity and proficiency, and demonstrate linguistic competency, including the capacity to provide Services in English, Spanish and Creole. Interpreters for Clients requiring special assistance such as visually or hearing impaired persons shall be available. When Clients prefer another language or require reasonable special assistance, due to circumstances such as illiteracy or the need of a translator, such reasonable special assistance shall be made available by the Agency as appropriate.

EXHIBIT B BUDGET

Orlando EMA Ryan White Part A Program

AGENCY NAME: CENTER FOR MULTICULTURAL WELLNESS AND PREVENTION, INC.

FY 2021- 22 / BUDGET

FORM F101

TYPE OF SERVICE: Psychosocial support
 CONTRACT NUMBER:
 CONTRACT AMOUNT: \$ 135,000.00
 DELIVERY ORDER NUMBER:

Budget Categories	Original Budget	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Exp YTD	Available	% Spent
Monthly Reimbursement														-	-	
Direct Costs																
Salaries	\$ 94,480.00													-	94,480.00	
Benefits	\$ 17,006.00													-	17,006.00	
Travel	\$ 717.27													-	717.27	
Supplies	\$ 1,200.00													-	1,200.00	
Cell Phone	\$ 1,224.00													-	1,224.00	
Office Phone/Internet	\$ 1,200.00													-	1,200.00	
Office Space	\$ 2,400.00													-	2,400.00	
Printing/Reproduction	\$ 1,200.00													-	1,200.00	
Office maintenance	\$ 1,200.00													-	1,200.00	
Equipment maintenance	\$ 1,200.00													-	1,200.00	
Postage	\$ 100.00													-	100.00	
Worker Compensation	\$ 800.00													-	800.00	
Total Direct Costs	\$ 122,727.27														122,727	
Indirect Costs																
Annual Audit	\$ 1,500.00														1,500	
Payroll Admin Fee	\$ 3,276.00														3,276	
Storage	\$ 634.00														634	
Security	\$ 500.00														500	
CAB meeting	\$ 500.00														500	
Mgmt cell phone	\$ 1,100.00														1,100	
Receptionist	\$ 3,262.73														3,263	
Liability Insurance	\$ 1,500.00														1,500	
Total Indirect Cost (10% of Direct Costs)	\$ 12,273														12,273	
TOTAL	\$ 135,000.00														135,000.00	

I certify that the above report is true, accurate and correct reflection of the activities during the reflected period; and that the expenditures reported are made only for items which are allowable and directly related to the purpose of the contract referenced above.

Marie Jose Francois, President/CEO

Printed Name, Title


Signature

5/3/2021

Date

CMWP # Y21-127-RM Ryan White Peer Services Ending HIV Epidemic

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**Form 1
Standard Form Amendments**

Please select one of the choices below.

- There are **no amendments or additional provisions** to the Standard Form Agreement found in this Agreement. Continue to "Form 2."
- There **are amendments and/or additional provisions** to the Standard Form Agreement found in this Agreement. They are as followed:

Amendments		
Article	Paragraph	Amendment

Additional Provisions

Pursuant to **Article 1, Paragraph C**, of this Agreement, the parties have agreed to the above-provided amendments to the Standard Form Agreement. Such amendments shall be held as binding upon the parties with the remainder of the Agreement remaining in full force and effect.

Carrie Mathes
Signature
 Carrie Mathes

Printed Name
 Procurement Manager

Official Title
 Orange County, Florida

County Name
 10/29/2021

Date

MARIE-JOSÉ FRANCOIS
Signature
 MARIE-JOSÉ FRANCOIS

Printed Name
 Resident / CEO

Official Title
 The Center for Multicultural Wellness and
 Prevention, Inc.

Subrecipient Name
 10-07-2021

Date

Form 2
Small and Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Labor Surplus Area Firm Affidavit

Please select one of the choices below.

- The Subrecipient will not be subcontracting or making any procurements pursuant to this Agreement and understands that should that change during the course of the Subrecipient's performance under this Agreement, that it must receive written permission from the County Awarding Official and complete the affidavit below. Continue to "Form 3."
- The Subrecipient will be subcontracting, making procurements, or both, pursuant to this Agreement and therefore the Subrecipient hereby executes the following affidavit:

**AFFIDAVIT OF COMPLIANCE WITH
2 CFR § 200.321 (or, for HHS awards: 45 CFR § 75.330)**

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

- A. When selecting subcontractors and making procurements with the Subaward, the Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.
- B. Pursuant to 2 CFR § 200.321 (or, for HHS awards: 45 CFR § 75.330), such affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- C. The Subrecipient understands that it must pass this obligation down to its subcontractors (if any).

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

MARIE-JOSE FRANCOIS
Signature of Subrecipient Representative

Printed Name

President / CEO
Official Title

10-07-2021
Date

Form 3
Subaward Advance Terms and Affidavit

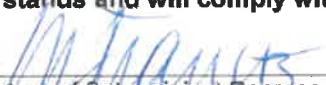
4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **Form 3** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.
- E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in **Article 12, Paragraph 1 ("Payment Terms")** and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated therein.

Part 2: Subaward Advance Affidavit

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

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.
3. The Subrecipient shall comply with 2 CFR § 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
4. The Subrecipient has reviewed 2 CFR § 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and maintains financial management systems that comply with the standards therein for fund control and accountability.
5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.
6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

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



Signature of Subrecipient Representative
Marko-Jose FRANCIS

Printed Name

President / CEO

Official Title
10-07-2021

Date

Form 4
Leased Employee Affidavit

Please select one of the choices below.

- None** of the services in the *Scope of Services* will be provided on County property. Continue to "Form 5."
- All or a portion** of the services in the *Scope of Services* will be provided on County property. If selected, select an option below:
- The Subrecipient **will not be using an employee leasing arrangement** and therefore is not obligated to complete the below Leased Employee Affidavit pursuant to **Article 18, Paragraph C.1.** of this Agreement. Continue to "Form 5."
 - The Subrecipient **will be using an employee leasing arrangement** and therefore hereby executes the following affidavit:

LEASED EMPLOYEE AFFIDAVIT





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

A. The Subrecipient hereby certifies that it has workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____
Workers' Compensation Carrier: _____
A.M. Best Rating of Carrier: _____
Inception Date of Leasing Arrangement: _____

- B. The Subrecipient understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the Subrecipient's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Subrecipient affirms that 100% of its workers are covered as worksite employees with the employee leasing company.
- C. The Subrecipient further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Subrecipient has any workers not subject to the employee leasing arrangement, the Subrecipient hereby agrees to obtain a separate workers' compensation policy to cover such workers. The Subrecipient further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the County's worksite or performing any obligation pursuant to this Agreement.
- D. The Subrecipient hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.
- E. The Subrecipient hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

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

 _____ Signature of Subrecipient Representative	 _____ Official Title
 _____ Printed Name	 _____ Date

**Form 5
Certification Regarding Lobbying**

Please select one of the choices below.

- The Subaward does not exceed one hundred thousand dollars (\$100,000). Continue to the "Appendix."
- The Subaward does exceed one hundred thousand dollars (\$100,000) and therefore, the Subrecipient hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

Part 1: Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies on behalf of the Subrecipient that:

- A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Part 2: Statement for Loan Guarantees and Loan Insurance. The undersigned certifies on behalf of the Subrecipient that:

- A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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



Signature of Subrecipient Representative



Official Title



Printed Name



Date

Appendix Coversheet

Please select one of the choices below.

- There is no Appendix to this Agreement.
- There is an Appendix to this Agreement which can be found attached to this “**Appendix Coversheet.**”
It is as followed:

Appendix No.	Document Title

Attachment 1
Documentation of the County's Receipt of the Federal Award

**Please see the following pages marked "Attachment 1" for the Documentation of
the County's Receipt of the Federal Award.**



Recipient Information

- 1. Recipient Name**
Orange, County of
2002A E Michigan St
Orlando, FL 32806-4941
- 2. Congressional District of Recipient**
07
- 3. Payment System Identifier (ID)**
1596000773A1
- 4. Employer Identification Number (EIN)**
596000773
- 5. Data Universal Numbering System (DUNS)**
064797251
- 6. Recipient's Unique Entity Identifier**
- 7. Project Director or Principal Investigator**
John Goodrich
Deputy Director
john.goodrich@ocfl.net
(407)836-7689
- 8. Authorized Official**

Federal Agency Information

- 9. Awarding Agency Contact Information**
India Smith
GRANTS MANAGEMENT SPECIALIST
Health Resources and Services Administration
ISmith@hrsa.gov
(301) 443-2096
- 10. Program Official Contact Information**
Jesus Hernandez-Burgos
Health Resources and Services Administration
JHernandez-Burgos@hrsa.gov
(301) 945-9837

Federal Award Information

- 11. Award Number**
6 UT8HA33952-02-01
- 12. Unique Federal Award Identification Number (FAIN)**
UT833952
- 13. Statutory Authority**
42 U.S.C. § 243(c); 300ff-11 et seq.
- 14. Federal Award Project Title**
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
- 15. Assistance Listing Number**
93.686
- 16. Assistance Listing Program Title**
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
- 17. Award Action Type**
Administrative
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 03/01/2021 - End Date 02/28/2022	
20. Total Amount of Federal Funds Obligated by this Action	\$1,427,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$1,667,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$1,667,000.00
26. Project Period Start Date 03/01/2020 - End Date 02/28/2025	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$2,667,000.00

- 28. Authorized Treatment of Program Income**
Addition
- 29. Grants Management Officer – Signature**
Brad Barney on 03/04/2021

30. Remarks

Attachment 2

BUSINESS ASSOCIATE ADDENDUM TO CONTRACT NO. Y21-127

between

ORANGE COUNTY, FLORIDA

and

THE CENTER FOR MULTICULTURAL WELLNESS AND PREVENTION, INC.

related to

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Health Services Department (the “Covered Healthcare Component”), and The Center for Multicultural Wellness and Prevention, Inc. (“Business Associate”), located at 1685 Lee Rd., Suite 200, Winter Park, FL 32789. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the County has been designated as a “Hybrid Entity” under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its Health Services Department is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its Health Services Department, it must be treated as a “Covered Entity”; and

WHEREAS, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

WHEREAS, the HIPAA Privacy and Security Rules require that a Covered Entity, as well as a Hybrid Covered Entity when it is acting through one of its Covered Healthcare Components, receives adequate assurances that the Business Associate will comply with certain obligations with

Attachment 2

respect to the PHI received in the course of providing Services to, or on behalf of, the Covered Entity or Hybrid Covered Entity; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y21-127 (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

Section 1. Incorporation

- A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Addendum.
- B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.
- C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

- A. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.
 - 1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.

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2. **Designated Record Set** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.
3. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. **Florida Information Protection Act** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.
5. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. **Privacy Officer** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County’s policies and procedures as they relate to its, and its Covered Healthcare Component’s, compliance with HIPAA Privacy and Security Rules.
9. **Personally Identifiable Information (“PII”)** shall mean either of the following:
 - a. An individual’s initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:

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- i. A social security number;
 - ii. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
 - vii. The term "Personally Identifiable Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
- b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
10. ***Protected Health Information ("PHI")*** shall mean an individual's identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or

Attachment 2

older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student's request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.

11. **Required by Law** shall have the same meaning as the term "required by law" in 45 CFR §164.103.
12. **Secretary of Health and Human Services** shall mean the Secretary of the Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.
13. **Security Incident or Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
14. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

- A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.

Attachment 2

- A. **Permitted Uses and Disclosures of PHI and PII by Business Associate.** The Business Associate may use, or disclose, PHI and PII received from the County to its officers and employees. The Business Associate may disclose PHI and PII to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PII on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and §501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Addendum or otherwise governed by law, are prohibited.
- B. **Responsibilities of the Business Associate.** Regarding the use or disclosure of PHI and PII, the Business Associate agrees to:
1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
 2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
 3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
 4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.
 5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.

Attachment 2

6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
 7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
 8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
 9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
 10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
 11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.
- C. **Compliance with the County's Policies.** The Business Associate hereby agrees to abide by the County's policies and practices for its Covered Healthcare Component that relate to the confidentiality, privacy, and security of PHI and PII.
- D. **Use of PHI and PII for Management and Administration or Legal Responsibilities of the Business Associate.** The Business Associate may use PHI and PII received by the County pursuant to the Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PII for the aforementioned uses if:
1. the disclosure is required by law; or
 2. the Business Associate obtains reasonable assurances from the person to whom the PHI and PII is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PII.

Attachment 2

- E. **Data Aggregation Services.** With respect to PHI and PII created or received by the Business Associate in its capacity as the Business Associate of the County, the Business Associate may combine such PHI and PII it has received from the County with the PHI and PII received by the Business Associate in its capacity as a Business Associate of another Covered Entity, or Hybrid Covered Entity, to permit data analysis that relates to the health care operation of the respective Covered Entity, or Hybrid Covered Entity, if data analyses is part of the Services that Business Associate is to provide to the County pursuant to the Agreement.
- F. **Compliance.** The Business Associate agrees to keep all PHI and PII confidential and secure in compliance with the provisions of this Addendum and according to current state and federal laws.

Section 5. Confidentiality

- A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.
- B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:
1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida’s Public Records Laws;
 2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
 3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- C. This provision shall not apply to Confidential Information:
1. after it becomes publicly available through **no fault** of either Party;
 2. which is later publically released by either Party in writing;
 3. which is lawfully obtained from third parties without restrictions; or

Attachment 2

4. which can be shown to be previously known or developed by either Party independently of the other Party.

Section 6. Security

- A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.
- B. **Reporting Security Incidents.** The Business Associate will report to the County any Incident of which the Business Associate becomes aware that is:
 1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
 2. a modification or destruction of electronic PHI or PII; or
 3. interference with system operations in an information system containing electronic PHI or PII.

Section 7. Reporting Requirements

- A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Addendum.
- B. **Reporting to the County.**
 1. The Business Associate will report to the County within:
 - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
 2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

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3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
 4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
 5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).
 6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.
- C. **Reporting to Individuals.** In the case of a breach of PHI or PII discovered by the Business Associate, the Business Associate shall first notify the County of the pertinent details of the breach and, upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PII,

Attachment 2

the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

- D. **Reporting to Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PII of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall provide notice to prominent media outlets serving the state or relevant portion of the state involved.
- E. **Reporting to HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the County to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PII that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the County so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.
- F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.
1. Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured PHI and PII that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (c) the steps individuals should take to protect themselves from potential harm resulting from the breach; (d) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and (e) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.
- G. **Notice to Credit Reporting Agencies.** In the case of a breach of PII discovered by the Business Associate where the unsecured PII of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the County, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of §501.171(5), Florida Statutes.
- H. **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.

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- I. **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PII in violation of this Addendum, the HIPAA Privacy and Security Rules, HITECH Act, and FIPA.
- J. A violation of this Section shall be a material violation of this Addendum.

Section 8. Termination

- A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.
- B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.
- C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.
- D. **Duties of Business Associate Upon Termination of the Agreement.**
 - 1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.
 - 2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

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Section 9. **Miscellaneous**

- A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that the Agreement, and any and all activities performed thereunder, is governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that the Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Addendum accordingly.
- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.
- C. **Survival.** The rights and obligations of the Parties in Sections 4, 5, 6, 7 in their entirety, as well as subsections 8D., 9E., 9G., and 9H., shall survive termination of the Agreement indefinitely.
- D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.
- E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.
- F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.
- G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.
- H. **Signatory Authority.** Each signatory to this Addendum represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

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- I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the HIPPA Privacy Rules or other applicable federal law.
- J. **Notice.** All notices and other communications under this Addendum shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

To the County: Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

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

To the Business Associate:

~~CENTER FOR MULTICULTURAL
WELLNESS & PREVENTION
1685 LEE RD, STE 200
WINTER PARK, FL 32789~~

- K. **Severability.** If any provision of this Addendum, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Addendum shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Addendum were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.
- L. **Successors and Assigns.** The Business Associate shall not assign either its obligations or benefits under this Addendum without the expressed written consent of the County, which shall be at the sole discretion of the County. Given the nature of this Agreement, neither

Attachment 2

subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

- M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.
- N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- O. **Entire Agreement.** The Agreement, this Addendum and/or any additional addenda or amendments to the Agreement, any documents incorporated herein by reference, and/or attachments hereto, shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment 2

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: Carli Mathis

DATE: 11/10/2021

THE BUSINESS ASSOCIATE

Business Associate: The Center for Multicultural Wellness and Prevention, Inc.

By: M. Francois

Printed Name: MARIE-JOSE FRANCOIS

Official Title: President / CEO

Date: 10-07-2021

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 2021, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR
 Produced Identification. Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

April 20, 2021
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y21-127-RM; ADDENDUM # 1
RYAN WHITE PEER SERVICES – ENDING HIV EPIDEMIC

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. Bid submission deadline remains Tuesday, May 4, 2021 at 4:00 p.m. (local time).

B. Questions and Answers

- 1. Question:** Is this a 40 hour a week (Monday-Friday 8-5) position or is that the time frame to service clients?

Answer: Yes, the three (3) peer positions are full time (40 hours a week). Hours may vary depending on awarded agency.

- 2. Question:** Is there a minimum requirement for the number of positions an organization can apply for? In other words, could an organization apply for and be awarded just one (1) of the three (3) funded positions or does an organization need to apply for all three (3) positions in order to be awarded funding?

Answer: No, there is no minimum requirement. The organization can apply for up to 3 positions.

- 3. Question:** We currently have Psychosocial Support Services. May we apply for RFP #Y21-127RM?

Answer: Yes, you may apply for RFP #Y21-127RM.

C. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the RFP remain the same.
3. Receipt acknowledge by:

Authorized Signature

Date

Name and Title

Name of Firm



NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y21-127-RM, RYAN WHITE PEER SERVICES –
ENDING HIV EPIDEMIC
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:
<https://app.negometrix.com/buyer/691>

PROPOSAL SUBMISSION DUE DATE:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

Sealed proposals for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, May 4, 2021**, via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Proposals delivered via mail or hand delivery shall contain an **original, eight (8) hard copies and one (1) electronic copy on a USB Flash Drive.**

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Rebeca Malave, Contracting Agent at Rebeca.Malave@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Rebeca.Malave@ocfl.net, no later than 5:00 PM **Monday, April 12, 2021** to the attention of Rebeca Malave, Procurement Division, referencing the RFP number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

Proposals may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Contracting Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

3. CONTRACT TERM

It is the intent of the County to enter into a one (1) year term contract, with renewal clause for four (4) additional one (1) year terms for services as described herein.

4. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

5. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement at Exhibit No. 1 shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security 45 CFR Parts 160, 162, and 164 as applicable to this contract.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, 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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors 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.

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.

(Note: State licenses can be checked via www.flair.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

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

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor 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 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor 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.

Required Endorsements:

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Required Coverage:

Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, 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 Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

7. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

8. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

9. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

10. **CLARIFICATION**

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

11. **WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

12. **SEALED PROPOSALS**

Proposals may be submitted via the electronic submission portal at: <https://app.negometrix.com/buyer/691>, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Proposals will be opened per the public meeting notice.

If proposals will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

- A. Request for Proposals Number
- B. Due Date of Proposals
- C. Name of Proposer
- D. Phone Number of Proposer

Proposers are encouraged to utilize the label provided herein. Proposals received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

13. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

14. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

15. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

Orange County Protest Procedures

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

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

16. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

17. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

18. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

19. 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.

20. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination 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:

1. Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. Contractor agrees that, on written request, the Contractor shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination 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 Agreement.
3. Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

21. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

22. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

23. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

24. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

**25. PUBLIC RECORDS COMPLIANCE
(APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange 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 cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635**

26. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

28. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

29. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

30. PAYMENT TERMS/DISCOUNTS

The County’s payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

32. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This contract is subject to change based on guidance from the Federal funding source.

33. **SUBCONTRACTING AND REQUIRED OUTREACH TO SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS**

Proposers subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached “*Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements*”.

CAUTION

If subcontracting any portion of the work, a Proposers failure to submit an executed and notarized “Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” may result in the proposal being rejected as nonresponsive.

Proposers who are small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the affirmative steps outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when subcontracting.

- A. Orange County is receiving federal funding through the Department of Health and Human Services for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County’s M/WBE ordinance and program do not apply to this solicitation.
- B. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor/Sub-recipient partakes in five “affirmative steps” designed to ensure that small and minority-owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

- C. In order to adequately document that the proposer has fulfilled this requirement, if Sub-contracting, the proposer shall complete the provided “Schedule of Subcontracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this proposal to be responsive.
- D. The County reserves the right to request the following validation documentation throughout the performance period of the contract:
 - 1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
 - 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.
 - 3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.
- E. The County reserves the right to monitor the contractor/sub-recipient for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor/sub-recipient to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor/sub-recipient fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- F. **Contact Business Development Division at (407) 836-7317, if you additional questions pertaining to this requirement.**

34. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

35. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

SECTION 2
SCOPE OF SERVICES

SCOPE OF SERVICES

I. OVERVIEW

In 2019, The U.S. Department of Health and Human Services (HHS) launched an Ending the HIV Epidemic (EHE): A Plan for America. The goal set forth by HHS is to reduce new HIV infections by 75% by 2025 and at least 90% reduction by 2030. Orange County was identified as one of the areas accounting for more than 50 percent of new HIV diagnoses in recent years and was awarded \$1 Million for EHE efforts for a five year service period. One of the strategies that Orange County is responsible for implementing is to treat the infection rapidly and effectively to achieve viral suppression.

The Orange County Health Services Department is soliciting proposals for Psychosocial Support Services (Peer Services) in order to assist clients in accessing and maintaining care with the goal of becoming virally suppressed. This proposal will fund one agency to hire three Peer Support Specialist positions. The Peer Support Specialist will target individuals that are not virally suppressed. The Peer Support Specialists will be trained to implement evidence based strategies in order to engage individuals in care. The number of clients served and their rates of retention in care and viral suppression will determine success for this project. Services will be focused in Orange County.

The number of clients served and their rates of retention in care and viral suppression will determine success for this project. This project may be renewed on an annual basis for a total of five years. If no agencies meet the criteria, no awards will be made

Service Category: Psychosocial Support Services (Peer Services)

Available Funding: \$135,000 (3 positions)

Health Resources and Services Administration (“HRSA”) Definition:

Psychosocial Support Services – Psychosocial Support Services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Caregiver/respice support (RWHAP Part D)
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (*see* Medical Nutrition Therapy Services)
- Pastoral care/counseling services

II. Orlando Eligible Metropolitan Area, EMA Service Philosophy:

- A. People living with HIV “PLWH” (“Client”) may experience challenges associated with their condition. These challenges may include social disenfranchisement, self-imposed isolation, lack of support systems, inadequate financial resources, lack of comprehensive and interdisciplinary services, as well as delays in the development of sufficient resources.

New combination antiretroviral therapies (ART) have significantly increased the life expectancy for individuals living with HIV: however, adherence to HIV treatment is critical to achieving successful viral suppression. Peer Support was

designed to address three kinds of social support (affirmational, emotional, and informational) to promote adherence. Individuals with consistently high levels of ART adherence (called Peers) support other individuals living with HIV (called Clients) to initiate or change their ART regimen, or ART-experienced Clients struggling to maintain adherence.

- B.** The Orange County Health Services Department (“Recipient”) funds Psychosocial Support Services, which shall be limited to Peer Mentoring/Counseling and Peer Mentor - Facilitated Support, and educational/informational individual and group services (hereinafter collectively referred to as “Services”). Peer Mentoring / Counseling and Peer Mentor-facilitated support group services shall include, but are not limited to, provision of psychoeducational counseling and support activities including HIV support groups, caregiver support, and bereavement counseling. The Peer Mentor model utilizes a strength-based approach, which seeks to empower the client. All such Services provided under this Contract shall be furnished to those PLWH/A who meet the eligibility requirements set forth by the Recipient.

Recipient is seeking Psychosocial Support Service Peer Mentoring delivery models (hereinafter “Program”) capable of working in collaboration with Medical Case Management Services and Outpatient Ambulatory Health Services to promote Client independence and to provide a comprehensive support infrastructure to help sustain consistent adherence to ART. The Program shall emphasize the introduction and maintenance of the Client’s primary medical care, ensuring adherence to prescribed medication regimens, and providing linkages to other necessary supportive services as available. Peers, in conjunction with Medical Case Managers, shall assist Clients in making informed decisions regarding their care and providing options that are in the Client’s best interest.

The Agency shall ensure that all Service Providers demonstrate knowledge of HIV-spectrum disease, its psychosocial dynamics and implications, including cognitive impairment and generally accepted treatment modalities and practices

III. Eligibility Requirements and Agency Responsibilities.

A. Eligibility.

1. The Agency shall provide services to individuals living with HIV that reside in Orange County. The psychosocial support services should be targeted to clients who are not virally suppressed. Clients that are eligible for Ryan White Part A services should be linked to Referral Specialist for Ryan White Part A eligibility to be completed.
2. Evidence of eligibility for the Client shall be provided to the Recipient upon request. Files for each Client shall be kept separately. Under no circumstances shall the Agency combine the files for Clients and other Service recipients.

B. Agency Responsibilities.

1. The Agency shall ensure its compliance to the Recipient with the following:

- a. The Peer Mentor model utilizes a strength-based approach, which seeks to empower the client to build a strong and trusting relationship with the Clients, as well as their respective partners and family members (hereinafter collectively referred to as (“Client Family”). It is essential that Peers act as a positive role model for change to promote HIV medical adherence; self-empowerment in accessing and sustaining primary care and to advocate for continued HIV risk reduction and preventative behaviors.

- b. The Agency shall be responsible for ensuring all Peers providing services under this Contract meet the minimal requirements, as set forth herein:
 - i. High School diploma or equivalent;
 - ii. Optimal adherence to ART;
 - iii. Understands the importance of sticking to medication regimen
 - iv. Familiarity with community (EMA geographical area);
 - v. Ability to work with other professionals as part of the HIV care team;
 - vi. Good communication skills;
 - vii. Open minded (non-judgmental);
 - viii. Abstinent from using street drugs or does not have an alcohol use disorder;
 - ix. Ability to reflect on and apply life experiences;
 - x. Possesses an understanding of how the RWHAP works: and
 - xi. Self-disclosed PLWH.

- c. The Agency shall maintain documentation in the EDMS demonstrating the following:
 - i. Regular participation in case conferences;
 - ii. Development of an individual case plan in conjunction with the client;
 - a. Determine goals to be reached
 - b. Strategies for resolution
 - c. Update on an ongoing basis
 - d. Address the disposition of each goal
 - iii. Review Case Manager’s assessment and notify of any updates/changes to the Client’s assessment;

- iv. Teaching or practicing self-management skills with Clients;
 - v. Providing assistance and monitoring progress of Client's Case Plan developed by their Medical Case Manager or other professional (i.e. Mental Health Provider);
 - vi. Complement, rather than replace, the roles of other professionals;
 - vii. Teaching Clients about safer sex strategies;
 - viii. Helping Clients understand how HIV medications can help them and the importance of adherence;
 - ix. Help Clients make decisions about disclosing their HIV status;
 - x. Help Clients talk openly with their doctors; and
 - xi. Serve as a critical bridge between Clients and providers.
- d. The Agency shall ensure that all Client files provide adequate documentation of the Services provided (e.g. crisis intervention, biopsychosocial assessment, individual sessions, including telephone contacts, support groups sessions, etc.), dates of Service, and consistency with the RWHAP Part A requirements.
 - e. The Agency shall demonstrate a method for provision of Services in cases of emergencies occurring outside of regular business hours.
 - f. The Agency shall maintain documentation per the grant guidelines demonstrating that Funds received under this Contract (hereinafter "Grant Funds" or "Funds") are used only for those Services allowable under this Contract.
 - g. The Agency shall maintain personnel files for each employee per the grant guidelines. Personnel files shall include documentation regarding complete background screenings, trainings, annual performance reviews, and other necessary qualifications all of which shall be in compliance with the applicable standards.
 - h. The Agency shall provide and ensure that employees providing Services are provided with access to a computer, with internet connection, and a telephone line allowing for the completion of the assigned job responsibilities in a timely and efficient manner.
 - i. The Agency shall be required to comply with the National Monitoring Universal Fiscal and Programmatic Standards (www.hab.hrsa.gov/manageyourgrant/granteebasics.html) as well as all local standards of care (www.ocfl.net/RyanWhite).

j. Agency representative(s) shall attend all Recipient scheduled provider meetings and quality management trainings as indicated by the Recipient.

2. Employee Training.

a. The Agency employee assigned to this contract, shall be required to participate and complete a formal evidence based Peer certification program proposed and/or approved by the Recipient within the first 6 months of hire

b. The Agency shall be responsible for the ongoing training of all employees and supervisors (hereinafter referred to as “Supervisors”) to ensure the delivery of services as defined under this Contract.

c. The Agency shall implement the employee annual training program (hereinafter “Training”) through training program plans (hereinafter “Training Plans”) for ongoing staff development and training of staff. Maintenance of licensure and certification, as applicable, is the responsibility of the respective employee; however, the Agency shall ensure that no Services are provided under this Contract without ensuring that the employee providing such Services has completed the Recipient approved and provided Peer certification. Training shall be used to enhance knowledge and update staff with current treatment modalities.

d. The Agency shall furnish upon request from the Recipient description and explanation of the Training and the Training Plans offered to the employees for approval. A copy of the Training Plan shall be included as an attachment to the Work Plan and provided to the Recipient 30 days after issuance of the award. Training Plans shall include the position title, training title, frequency of training, date of training completion, number of Client contact hours, and delineation of whether the specific training is mandatory.

e. As part of the Training Plan, employees shall develop the skills necessary to assist in the execution of the goals and outcomes, as well as generally accepted clinical guidelines for the Client.

f. The Agency shall ensure that Training includes the following topics:

i. Establishing rapport and a professional relationship with the Clients;

ii. Methods of engaging Clients;

iii. Special Issues relating to working with the HIV affected/infected Service Population;

iv. Confidentiality/HIPAA and professional ethics;

v. Knowledge of public assistance programs, eligibility requirements, and benefits; and

- vi. The Agency's emergency plan, disaster relief resources, and planning and procedures.
 - g. Training shall also include, but not be limited to, cultural sensitivity issues, case management issues, bio-psychosocial issues surrounding the HIV disease, and completion of any formal evidence based Peer training program proposed and/or approved by the Recipient.
 - h. Documentation of training shall be included in each individualized Training Plan and shall be signed and dated by both the employee and their respective Supervisor. All documentation of training attendance and completion shall be included in the employee's personnel file and made available to the Recipient upon request.
3. Supervisor Training. Supervisors shall complete a comprehensive training program which shall be approved by the Recipient with topics to include the following: (i) the basics of HIV care and treatment; (ii) appropriate boundaries; and (iii) necessary communication skills relating to specific HIV disease issues such as adjustment disorders, anxiety or depression, sleep disorders, substance use disorder, psychiatric disorders, physical illness, depressive disorders, mania, dementia, delirium, psychotropic medication related disorder.
4. Outreach Activities.
 - a. The Agency shall conduct outreach activities for potential Clients to promote the availability of services.
 - b. Outreach activities shall include, but are not limited to, participation in health fairs, community events, collaboration with other providers, and the posting of flyers for potential Clients.
 - c. The Agency shall have an outreach plan and shall provide evidence of such arrangements to the Recipient upon request.
5. Key Points of Entry.
 - I. The Agency shall maintain appropriate relationships with Key Points of Entry ("KPOE"), as defined by HRSA, into the health care system.
 - II. KPOE shall include, but not be limited to, HIV counseling and testing centers, emergency rooms, substance use disorder and mental health treatment programs, sexually transmitted infection ("STI") clinics, detoxification centers, detention facilities, public health departments, and homeless shelters.
 - III. The Agency shall document all referrals in writing with the KPOE. Such documented evidence shall be maintained and made available to the Recipient as requested.

6. Orientation. The Agency shall establish an orientation program (hereinafter “Orientation”) for new employees. During Orientation, activities shall include, Recipient approved and required trainings such as, but not be limited to: (i) EHE Overview (ii) RWHAP Overview; (iii) attendance of supervision in staff meetings; (iv) shadowing other staff; (v) conferences; (vi) webinars; and (vii) encounters with Clients.

IV. Agency’s Role.

A. Agency’s Role.

1. Information and Referral. The Agency shall provide information and referrals to other agencies for allowable services, as needed.
2. Medical and Medication Assistance.
 - a. Work as part of the Client’s health care team through regular participation in Client case conferences, group and/or multidisciplinary staffing as applicable, in order to improve the assessment of the Client’s needs. Documentation shall include the date of the case conference, names and titles of participants, biopsychosocial issues and concerns identified, description of guidance and/or follow-up plans.
 - b. Assist and reinforce Client compliance with their respective Case Plan (if applicable) as a basis to promote the practice of healthy behavior.
 - c. Complement rather than replace the roles of other healthcare and service professionals through the monitoring of Client progress.
3. Miscellaneous.
 - a. The Agency shall have the ability to work with various target populations including, but not limited to, the following:
 - i. MSM (men having sex with men);
 - ii. Youth (13-24);
 - iii. Homeless and precariously housed individuals;
 - iv. Transgender individuals;
 - v. Post-Incarcerated individuals or those transitioning from prison;
 - vi. Immigrants, refugees, and undocumented individuals;
 - vii. Individuals with injection drug use and/or other substance use disorders; and
 - viii. Seniors (55+).

- b. The Agency shall ensure that the appropriate release forms have been signed by the Client prior to providing Services in the presence of anyone other than the Client.

B. Supervisor Roles and Responsibilities.

1. Providing technically competent and motivational support to staff and Clients.
2. Work with staff, through the Agency's adopted Training Plan, to address stress, burnout, and other psychological aspects as they relate to the roles and responsibilities, and to assist staff to stay within the scope of work.
3. Provide Client care related supervision.
4. Provide staff oversight to assist in boundary setting and continued performance excellence, in accordance with the requirements set forth herein.
5. Meet regularly with staff to discuss issues relating to the Clients.
6. Supervisors shall maintain a professional demeanor.
7. All Client-care related supervision shall be documented in the Client's EDMS electronic case file as indicated by the Recipient.
8. Staff performance evaluations to be completed annually and maintained in personnel file.
9. Supervision shall be provided by a Bachelor's Degree level professional in the field of mental health, social work, counseling, social science, or nursing.

C. Discharge/Graduation.

1. Case closure is a process by which Clients are dis-enrolled from active Services.
2. All attempts to contact the Client and notifications about case closure shall be communicated to ~~the Case Manager~~ other service providers as well as documented in the Client's EDMS electronic file and shall include the reason(s) for closure.
3. Cases may be closed when the Client:
 - a. has achieved the goals listed on the Treatment Plan;
 - b. has become ineligible for Services;
 - c. is deceased;
 - d. no longer needs the Service;
 - e. decides to discontinue the Service;

- f. the Service Provider is unable to contact the Client thirty (30) days after expired eligibility; or
- g. is found to be improperly utilizing the Service or is asked to leave the program.

4. Supervisor approval is required for all case closures.

V. Grant Award.

- A. The total Grant award amount to the Agency, under this Contract, shall not exceed \$135,000 for the term of the Contract. The disbursement of Funds shall be subject to availability and appropriate budget authority.
- B. Until otherwise provided with written notification from the Recipient, the Agency shall not be authorized to incur costs exceeding the amount issued by the Recipient on the Delivery Order (“DO”). The Recipient shall notify the Agency of any change to this dollar amount in writing in the form of a DO. In no event, shall a DO authorize the reimbursement of costs exceeding the total Grant award identified in subsection A above.
- C. Any increase to the total Grant award for this Contract shall require an amendment to the Contract which shall be approved by the County in writing and executed by both parties.
- D. Requests for payment or reimbursement that exceed the authorized award amount without an approved DO or executed amendment to this Contract may be denied at the sole discretion of the Recipient.

VI. Funding.

- A. The Grant Funds received under this Contract shall be used solely for the coordination of allowable Services as contemplated herein, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Use of Grant Funds for any Services, other than those specifically described in this Scope of Service, may be deemed as a breach which may result in termination of this Contract, at the sole discretion of the Recipient.
- C. The Agency agrees to return any Funds received under this Contract for Services provided to those Clients with incomplete eligibility documentation or for those deemed to be ineligible upon Recipient review.
- D. The Recipient reserves the right to deny payment for any requests for payment or reimbursement request from the Agency whereby the services rendered do not comply with this Contract.
- E. Funding is limited and shall be based on availability. Funding amounts shall not be guaranteed and may be subject to change at the sole discretion of the Recipient.
- F. The Agency acknowledges that any remaining unspent Funds awarded for the Grant year shall not be carried over to the following Grant year.

- G. The Agency shall not use funding received from the Recipient as a sole or primary basis to apply for certification or recertification under the HRSA 340B Drug Pricing Program (“340B Program”). Recipient funding may be included as one of the required criteria necessary for 340B Program certification or recertification, but shall not be used by the Agency as the sole basis without prior written approval by the Recipient.
- H. The Grant funds received under this contract shall be used to provide services for a full twelve (12) months regardless of the timeframe in which funds are exhausted.

VII. Data and Quality Management:

- A. Quality Management. The Agency shall have in place a written quality assurance and continuous quality improvement process and quality management plan that ensures ongoing quality assurance activities.
- B. Service Unit Definition: 1 unit = 1 visit.
- C. Outcome Measures and Indicators: At a minimum, all Service Providers shall adopt the Outcomes and Indicators as established by the Recipient in accordance with the HRSA standards and regulation, as applicable.
- D. Service Documentation.
 - 1. Service Providers are expected to utilize measured program and service delivery outcomes in order to enhance service delivery. Performance improvement and corrective action plans closing the identified performance gaps shall be provided to the Recipient on a quarterly basis. Submission dates shall be as established by the Recipient’s Office. Failure to provide the required reports shall be considered as non-compliance with this Contract and may result in the withholding of payment for services or termination of this Contract.
 - 2. The Agency shall report Service activities on a monthly basis by the fourth (4th) business day of the month, or as additionally requested by the Recipient.
 - 3. Reportable Service activity shall include, but not be limited to, unduplicated Clients, number of visits, Service units, demographics, risk factors, WICY (Women, Infant, Children and Youth) data, clinical outcomes, county of residence, and other data as described in this Contract, or as requested by the Recipient.
 - 4. Reports shall be collected using the Recipient approved EDMS or other systems, as designated by the Recipient.
 - 5. Upon Recipient request, the Agency shall provide documentation that Grant Funds under this Contract are used only to support eligible activities.
- E. Requirements. Agency sites shall possess appropriate occupational licensing by the county in which they are located and by the incorporated areas within the county, if applicable. Licenses must be displayed prominently in the Agency’s premises.

VIII. Categorical Line-Item Budget:

- A. The Agency shall submit to the Recipient a categorical line-item budget for each term of the Contract, whether the payment method is line-item budget, fixed-price unit rate, or another form of payment. If the Contract amount is increased or decreased at any time during the Contract term, the Agency shall provide a revised budget within thirty (30) days of the funding change.
- B. The categorical line-item budget shall be approved by the Recipient and the Agency shall make all necessary changes recommended by the Recipient.
- C. The Agency shall use their approved condition of award budget (which shall include the categorical line-item budget) as an original budget. Any expenditure made by the Agency relating to this Contract, and the associated Grant, shall be within the approved budget, including administrative costs, which shall not exceed ten-percent (10%) of the total Contract amount, as applicable. For any position that is fully or partially paid for by Ending the HIV Epidemic funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time.
- D. The Agency shall maintain sufficient resources to meet any expenses incurred during the period of time between the provision of Services and payment by the Recipient.

IX. Recordkeeping and Accounting Standards.

- A. The federal requirement for receiving a grant is that organizations receiving funding have an adequate accounting system. Agencies (as sub-recipients) who receive Grant Funds shall demonstrate that they can adequately track, manage, and account for Grant Funds, in accordance with 45 CFR part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award.
- B. The Agency's financial management system shall have the capacity to segregate direct costs from indirect costs; establish separate cost centers for each service category to captures allowable (reimbursable) costs; establish separate cost centers for each service category to capture unallowable costs, and the value of donated goods and services, if applicable.
- C. In addition, the Agency shall incorporate a timekeeping system that identifies employees' time and effort by Service, funding source for each Service category, and documentation for cost allocation.
- D. The Agency shall provide monthly postings and closing of account records.
- E. The Agency shall be responsible for maintaining an acceptable recordkeeping system, which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to Ending the HIV Epidemic funding source.
- F. The Agency shall have a basic accounting system, which identifies the total cost of the Agency's organization, and the Agency shall make full use of the Agency's financial accounting system to separate costs into cost centers.

- G. The Agency shall be mindful in the establishment of cost centers in its accounting system so as to minimize adjustments and allow many expenses to be assigned directly to the appropriate cost center.
 - H. Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
 - I. Consultation and agreement with organization officials on the structure of general ledger accounts and the treatment of each type of cost will facilitate appropriate allocation of costs.
 - J. Service categories shall be as defined by the Recipient in the Contract to allow for Service category cost identification. All activities involved in delivering the service category shall then be identified so that costs related to those activities can be captured in the service category cost center.
- X. Billing Requirements and Payments:
- A. Billing Requirements:
 - 1. The Agency shall submit all invoices and/or requests for reimbursement/invoice to the Recipient by the fourth (4th) business day of each month. The Agency understands that any unspent Funds from any given Grant year shall not be carried forward to the following Grant year.
 - 2. The Agency shall not receive payment for work found by the Recipient to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, or regulation.
 - 3. Agency (sub-recipient) invoices shall be reviewed by the Recipient and their fiscal staff for appropriateness and thoroughness. If, after review of an invoice, an issue or concern with the sub-recipient is identified, the Recipient's staff shall be responsible for promptly working with the Agency to resolve the issue or concern. As part of this attempt, the Recipient's staff may request clarification of any unusual, miscellaneous, excessive, or potentially unallowable charged invoiced by the Agency. If the explanation is sufficient to render a reasonable judgment on whether the cost is allowable, the Recipient's office shall contact the Agency who shall promptly provide detailed justifications and support. In the event the Agency fails to promptly provide such justification or clarification, the invoice amount shall be reduced and expenses disallowed.
 - 4. Invoices submitted to the Recipient shall contain a minimum level of information including, but not limited to, the following:
 - a. Name of Agency;
 - b. Agency address;
 - c. Date of invoice;
 - d. Invoice number;

- e. Period of performance covered by invoice;
- f. Description of goods and services reflected by the billings;
- g. Current period of costs (with sufficient detail and backup information);
- h. Sub-recipient contact person with respect to the invoice;
- i. Statement that the expended funds are reasonable, allowable, and allocable;
- j. Statement that the costs are in compliance with the terms and conditions of the Contract; and
- k. An EDMS report or such additional information as may be requested by the Recipient.

B. Payments.

1. This is a cost reimbursement contract. The Recipient shall pay the Agency for all costs incurred, more specifically as described below, in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed \$135,000. Total reimbursement shall not exceed \$45,000 per position for position including salaries, benefits, operational and administrative costs.
2. The budget cost reimbursement invoice shall include the following:
 - a. Salaries.
 - i. For any position that is fully or partially paid for from Ending the HIV Epidemic funding, the total of all work time of that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
 - ii. The Agency shall submit copies of all payroll data such as employee time-sheets and payroll ledgers with time allocation, if applicable.
 - b. Fringe Benefits.
 - i. The Agency shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement.
 - ii. The Consolidated Appropriations Act, 2012 (P.O. 112-74), enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of an Executive Level II.

- iii. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project.
- c. Staff Training.
 - i. List travel costs according to local and long distance travel.
 - ii. The budget shall also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participation in meetings and other proposed trainings or workshops.
- d. Staff Mileage. For local travel, the mileage rate, number of miles, reason for travel, and staff member(s)/ Client(s) completing the travel shall be outlined.
- e. Office Supplies.
 - i. List the items that the project will use. In this category, separate office supplies from medical and educational purposes. Office supplies may include paper, pencils, etc.; medical supplies may include blood tubes, plastic gloves, etc.; and educational supplies may include pamphlets and educational videotapes. Note that each must be listed separately.
 - ii. Copies of paid invoices showing the cost of items purchased and proof of payment.
- f. Equipment.
 - i. List equipment cost, copy of invoice and proof of payment.
 - ii. Extensive justification and a detailed status of current equipment shall be provided when requesting funds for the purchase of items meeting the definition of equipment (a unit cost of \$5,000 (Five Thousand Dollars) or more and a useful life of one (1) or more years. For example, items such as computers and furniture.
- g. Other Expenses. List all direct costs incurred that do not fit into any other category.
- h. Total Operating (Direct Cost) Expenses. All costs listed above shall be considered as operational expenses/direct costs.
- i. Administrative Expenses.
 - i. There shall be an administrative cost cap that shall not exceed ten percent (10%) of the contractual amount expended. Indirect costs shall be included as part of the administrative costs.

- ii. All expenses submitted under this category shall be related to the administrative costs which shall include, but not be limited to, executive, clerical and bookkeeping payroll, rent, office equipment, phone, and insurance.
3. The Agency shall only submit invoices for indirect costs if the Agency has developed a “Cost Allocation Plan” and has an approved rate from the Federal Cognizant Agency or the non-federal entity may elect to charge a “de minimis” rate of ten-percent (10%) of the modified total direct costs (MTDC), which may be used indefinitely, as described in 45 CFR 75, as applicable Indirect (F&A) costs of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The only administrative costs that will be reimbursed are indirect costs. Modifications within each category of the above line-item budget of less than ten percent (10%) of any permitted line-item are permitted without prior approval by the Recipient, so long as notification of such modification(s) are submitted to the Recipient. Budget line-item shifts of ten percent (10%) or more shall require the submittal of a written request, prior review and approval by the Recipient.
4. Completed invoices shall include a copy of the approved annual budget, the current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. All expenses shall require necessary supporting documentation and sufficient detail to verify and validate that the expenses were incurred. All requests for authorized expenses shall be submitted to the Recipient’s office and will be processed for payment only after documentation has been verified for completeness.
5. All financial transactions and invoices will be on a reimbursement basis only as documented by receipts, travel vouchers, timesheets, etc., with proof of payment. The Recipient shall review Program expenditures to ensure that Funds are expended by the end of the Grant year to promote the efficient use of all resources and prevent the reversion of Funds to the federal government.
6. In addition, the Recipient may require a more detailed budget breakdown than the one contained herein, and the Agency shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the Recipient.
7. The Agency shall provide monthly invoices with complete supporting documentation for all units of Service billed.
8. The following requirements shall apply for line-item budget cost reimbursement:
 1. Upon receipt, review, and approval of the Agency’s completed payment package for compliance with Contract provisions, the Recipient will authorize payment.
 2. The overall period for reimbursement of an approved payment package may take up to forty-five (45) days from the date of approval by the Recipient. Invoices submitted by

the Agency which are determined by the Recipient to be incomplete, or those failing to include all of the required supporting documentation, shall be rejected and may result in a delay in processing or potential denial of payment.

The Recipient shall not pay more than twenty-five percent (25%) of the Contract amount per quarter, as identified in the approved budget, without permission from the Recipient's Grant Office. If the Contract amount is decreased, the remaining quarterly allocations shall be decreased proportionately.

XI. General Conditions of Award:

A. Service Locations, Days, and Hours of Operation

Services are to be provided in Orange County or as stated and approved by the Recipient in the Work Plan. Services shall be provided Monday-Friday 8:00 a.m. – 5:00 p.m. hours and after hours to accommodate the needs of the clients. The Agency shall submit the hours of operation and a listing of planned holidays as part of the Work Plan narrative for review and approval.

B. Languages

Service Providers shall demonstrate cultural sensitivity and proficiency, and demonstrate linguistic competency, including the capacity to provide Services in English, Spanish and Creole. Interpreters for Clients requiring special assistance such as visually or hearing impaired persons shall be available. When Clients prefer another language or require reasonable special assistance, due to circumstances such as illiteracy or the need of a translator, such reasonable special assistance shall be made available by the Agency as appropriate.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Rebeca.Malave@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

SEALED RESPONSE SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>

If submitting via mail or hand delivery, use the hard-copy label below and place on front of their outermost sealed envelope/package.

**DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING**

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

CONTACT: **Rebeca Malave**
RFP NUMBER: **Y21-127-RM**
TITLE: **RYAN WHITE PEER SERVICES –
ENDING HIV EPIDEMIC**

PROPOSAL DUE DATE: _____

DELIVER TO:
ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.
- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: <https://app.negometrix.com/buyer/691>
- If submitting via mail or hand delivery, Proposers must submit one (1) original, eight (8) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.
- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.
- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

To be scored and rated as being fully adequate, each proposal shall include the following information **in the order listed below**. Omission of sections will result in loss of points during the scoring process and may affect the award and/or amount of the award.

TAB 1 ADMINISTRATIVE CAPACITY AND QUALIFICATIONS (25 POINTS)

- A.** Description of the organization: Briefly describe your organization in terms of years in existence, core business operations or service activities currently provided, current staffing, operating budget and current locations of operation. Describe your organization’s mission and vision, or other organizing principles.
- B.** Not-for-profit status: Proposals will only be accepted from qualified public or private non-profit health and for-profit health service providers. Ryan White Part A funds may not be awarded to private for-profit entities, unless such entities are the "only available provider of quality HIV care in the area" [SEC 2604 (b) (2)(A); SEC 2613 (a)(1)]. Private not-for-profit service providers shall show proof of such status by submitting, as part of the proposal, appropriate documentation. Include the copy of the letter of determination

specially from the Internal Revenue Service indicating the provider has been recognized as a 501(c)(3) provider. The provider shall remain active in that incorporation status throughout the term of the contract.

- C. Legal status:** If the entity is a corporation, submit evidence that the provider is organized under the laws of the State of Florida, the filing date, that all fees and penalties have been paid, that the organization's most recent annual report has been filed, that its status is active, and that it has not filed Articles of Dissolution. If the entity is a corporation but not incorporated in the State of Florida, submit the same information for the state the firm is incorporated in.
- D. Confidentiality:** Explain your organization's system for safeguarding the confidentiality of consumers, in accordance with the contract herein, include the policy and procedure document.
- E. Grievances:** Describe and attach a copy of your Agency's grievance procedures for consumers.
- F. Funding:** Describe how your Agency ensures that Ryan White Part A is not the only funding source for your Agency. For the organization's most recent fiscal year, provide a percentage breakdown of the organization funding sources. Describe how your organization plans to meet the requirements of the "Continuous Service" in this RFP, and provide assurances of the organization's ability to comply with those requirements.
- G. Financial Statements and Audits:** State your organization's fiscal year and describe your methodology for obtaining and submitting the annual financial statement and/or audits described in the contract herein. If your organization's most recent completed audit has not been submitted to the Grantee office, submit it as part of this application.
- H. Reporting:** Describe your organization's methods for collecting, verifying the accuracy of, reviewing, approving, and reporting utilization demographics and financial data, including invoices and billing backup. All services and quality data must be submitted through the county's electronic data management system. Submission must be made through an interface process within six (6) months of a contract being awarded. Describe how your organization will meet this deadline.
- I. Monitoring:** Describe your organization's performance in meeting contract, standards of care, and/or administrative requirements during the past fiscal year, as indicated by internal reviews or external monitoring by funding sources, review agencies, etc., and describe how your organization used the results and findings of such reviews or monitoring to improve performance and increase quality.
- J. Consumer feedback:** Describe your organization's approach to and results of measuring and utilizing consumer feedback. At a minimum, discuss consumer satisfaction surveys and consumer advisory boards, and how the results of these activities are utilized to improve services.
- K. Quality management:** Describe your organization's approach to quality management and how that approach meets the requirements of this contract and/or provide a copy of the organization's written process that ensures compliance.

- L. Reflectiveness: Provide a chart listing current board of directors and consumer advisory board and provide ethnic, gender and age breakdown to demonstrate reflectiveness of the target population.
- M. Training: Provide a training and orientation plan.

TAB 2 ORGANIZATIONAL EXPERIENCE (20 POINTS)

(Note: Limit the length of this section to a total of not more than four (4) pages, not including material included as an attachment)

- A. Indicate whether your organization is a current provider of peer mentoring services..
- B. Describe your organization’s experience in providing health or support services to persons living with HIV/AIDS in this EMA and in particular, providing the service for which this proposal is submitted.
- C. Provide a current staffing chart of the organization and indicate the length of time that key staff has experience providing services to People Living With HIV/AIDS (PLWH/A).
- D. Provide references to any contracts previously held, including a specific description of services provided, source of funding, reference name or number for contracts, period of time during which services were rendered, dollar value of contracts, number of consumers served, and references and contact information. **This may be done in the form of a table.**

TAB 3 SERVICE DELIVERY MODEL (25 POINTS):

(Note: Limit the length of this section to a total of not more than seven (7) pages, not including material included as an attachment.

- A. Describe your approach to delivery of the proposed service to include, at a minimum: Service delivery methods; Specific proposed target subpopulations and target geographic areas and locations from which this service will be provided; Hours of operation and method of providing 24-hour on-call access. These services must be offered at all proposed locations on a consistent basis. It is preferred that Ryan White referral specialists are co-located at each site to ensure clients have current eligibility.
- B. Describe the process by which consumers will access and receive the service, including consumer orientation, medical and financial eligibility, intake, assessment, care plan development, service delivery and follow-up. Specify which staff will perform which activities.
- C. Provide a staffing plan for your proposed service. List each position, summarize its duties and indicate what percentage of time of the position will be dedicated to this service. Provide resumes of key staff.
- D. Describe how innovations, creativity, or “best practices” are demonstrated in your service delivery model.

- E. Describe how your service delivery model helps meet emerging needs and insures access by underserved populations. If a support service, describe how this service supports PLWH entering and remaining in medical care.
- F. Describe how your Agency will collect outcome data and the process by which your agency will use to meet any minimum goals set forth by the recipient. Outcome data (performance measures) can be located at: <https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio>.
- G. Describe your organization’s policies, procedures and activities to insure that Ryan White Part A is “payer of last resort” for this particular service.
- H. Provide a copy of the organization’s policy and procedures for the proposed service.

TAB 4 RESPONSE TO CONSUMER NEEDS QUESTIONS (20 POINTS):

(Note: Limit the length of this section to a total of not more than four (4) pages.)

- A. Describe your organization’s philosophy and approach in providing services for consumers with HIV/AIDS, and serving the HIV community generally.
- B. Describe how your organization assures that your Board, management, staff, and volunteers keep abreast of and adapt to changes in HIV/AIDS-related practice guidelines and best treatment practices, medicines, risk factors, demographics, locations, and course of the disease.
- C. Describe how your organization cooperates or collaborates with non-HIV/AIDS organizations to deliver services to people living with HIV.
- D. Describe your organization’s approach and practice for ensuring age and cultural sensitivity/proficiency in the delivery of services.
- E. Describe your organization’s linguistic capabilities, including how and where staff with multiple language skills are deployed to facilitate the delivery of the proposed services.
- F. Describe your organization’s capabilities to respond to special needs consumers (e.g., vision impaired, hearing impaired, wheelchair bound).

TAB 5 BUDGET QUESTIONS (10 POINTS):

- A. Estimated number of consumers to be served, by race, ethnicity, gender, and age on a monthly and annual basis. **The Agency must be serving at least 80% of the estimated monthly clients by the end of the first contract year.** If you are currently funded for any of the eligible services under a different Orange County Health Services Ryan White agreement and are applying for the same service, the estimated number of clients served must be in addition to those already being served under the current agreement.
- B. Provide a detailed, categorical, Line Item Budget using the Line Item Budget Form for the service for which you are applying, showing how funds are proposed to be expended. Identify all direct and indirect/administrative costs associated with the proposed service, using the object class categories listed below. A total dollar amount for indirect/administrative charges without a detailed breakdown on the budget form will not be accepted. (Attachment 2).

- C. The budget shall specify how each line item is directly related and/or necessary to the provision of direct consumer care and services.
- D. If applicable, estimate program income that will be generated by providing these services and include it in Line Item Budget form. Also, include how program income will be expended. Allowable costs for program income for Ryan White Part A are core medical and support services, clinical quality management, and administrative expenses. Please refer to Policy Clarification Notice 15-03 for more information.
https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03_program_income.pdf

TAB 6. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 7. FEDERAL COMPLIANCE DOCUMENTATION

- A. **Certification Regarding Lobbying for Contracts Grants, Loans, and Cooperative Agreements** (if Applicable) shall be completed and submitted with your proposal.
- B. **Schedule of Sub-contracting and Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds)** (if sub-contracting) shall be completed and submitted with your proposal.
- C. **Federal Debarment Certification Form** shall be completed and submitted with your proposal.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Administrative Capacity and Qualifications	25
Organizational Experience	20
Service Delivery Model	25
Response to Consumer Needs Questions	20
<u>Budget</u>	<u>10</u>
TOTAL	100

**SECTION 5
ATTACHMENTS**

ATTACHMENT 1

Documentation of the County's Receipt of the Federal Award



Recipient Information

1. Recipient Name
Orange, County of
2002A E Michigan St
Orlando, FL 32806-4941

2. Congressional District of Recipient
07

3. Payment System Identifier (ID)
1596000773A1

4. Employer Identification Number (EIN)
596000773

5. Data Universal Numbering System (DUNS)
064797251

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator
John Goodrich
Deputy Director
john.goodrich@ocfl.net
(407)836-7689

8. Authorized Official
Jerry Demings
OMBGrantsInfo@ocfl.net

Federal Agency Information

9. Awarding Agency Contact Information
India Smith
Health Resources and Services Administration
ISmith@hrsa.gov
(301) 443-2096

10. Program Official Contact Information
Lawrence Momodu
Project Officer
Health Resources and Services Administration
LMomodu@hrsa.gov
(301) 443-0694

Federal Award Information

11. Award Number
6 UT8HA33952-01-01

12. Unique Federal Award Identification Number (FAIN)
UT833952

13. Statutory Authority
Public Health Service Act, Section 311(c) (42 USC 243(c)) and title XXVI (42 U.S.C. §§ 300ff-11 et seq.).

14. Federal Award Project Title
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

15. Assistance Listing Number
93.686

16. Assistance Listing Program Title
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

17. Award Action Type
Administrative

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 03/01/2020 - End Date 02/28/2021	
20. Total Amount of Federal Funds Obligated by this Action	\$0.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$1,000,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$1,000,000.00
26. Project Period Start Date 03/01/2020 - End Date 02/28/2025	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$1,000,000.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Karen Mayo on 10/06/2020

30. Remarks

This NoA is issued to remove one or more Grant Conditions imposed on projects.



Notice of Award
Award Number: 6 UT8HA33952-01-01
Federal Award Date: 10/06/2020

Health Resources and Services Administration

31. APPROVED BUDGET: (Excludes Direct Assistance)

Grant Funds Only
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages:	\$73,102.00
b. Fringe Benefits:	\$26,462.00
c. Total Personnel Costs:	\$99,564.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$2,130.00
g. Travel:	\$750.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$7,040.00
j. Consortium/Contractual Costs:	\$878,648.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$988,132.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$11,868.00
q. TOTAL APPROVED BUDGET:	\$1,000,000.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$1,000,000.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$1,000,000.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$1,000,000.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
02	\$1,000,000.00
03	\$1,000,000.00
04	\$1,000,000.00
05	\$1,000,000.00

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.15

37. BHCNIS#

38. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
20 - 377EAGR	93.686	20UT8HA33952	\$0.00	\$0.00		20RWHAP-A-B

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

- The grant condition stated below on NoA 1 UT8HA33952-01-00 is hereby lifted.
The recipient is required to submit a revised budget, SF 424A, budget narrative justification and work plan for Year One reflecting the amount of funding received for Year One within 30 days of the receipt of the Notice of Award.

Program Specific Term(s)

- If applicable, the awardee must submit the Tangible Personal Property Report (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Awardees are required to report all equipment with an acquisition cost of \$5,000 or more per unit acquired by the recipient with award funds. Tangible personal property reports must be submitted electronically through HRSA EHBs.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Jerry Demings	Authorizing Official	ombgrantsinfo@ocfl.net
John Goodrich	Program Director	john.goodrich@ocfl.net

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

ATTACHMENT 2

RW Budget 2021-2011 PEERS Template is attached in Excel form and is required to be completed and submitted with the proposal.

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

--	--	--

(Signature)	(Date)
(Title)	
(Name of Business)	

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

- (a)
- (b) **State of Incorporation:** _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER’S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

** Joint venture firms must complete and submit with their Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y21-127-RM

NAME OF CONTRACTOR: _____ (referred to herein as
“Contractor”)

ADDRESS OF CONTRACTOR:

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: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Proposer's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge 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 duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification.

Type of identification produced: _____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the proposer, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form:

This is a Subsequent Form:

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge 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 duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced: _____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Proposer name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Proposer

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

LEASED EMPLOYEE AFFIDAVIT

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: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)
Y21-127-RM

I, _____, in my capacity as _____, am authorized to sign on behalf of, and fully bind,
 (First and Last Name) (Company Title/Position)

_____ (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:
 (Company Name)

- ✓ Qualified small and minority businesses, and women’s business enterprises were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this proposal being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor <i>(attach additional pages as necessary)</i>	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)
Y21-127-RM

SIGNATURE

PRINTED NAME

OFFICIAL TITLE

DATE

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this ____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

**CERTIFICATION REGARDING LOBBYING FOR CONTRACTS,
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
APPENDIX A, 44 C.F.R. PART 18**

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

FEDERAL DEBARMENT CERTIFICATION FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

DRAFT

CONTRACT # Y21-127

FEDERAL SUBRECIPIENT AGREEMENT

between

Orange County, Florida and _____

for a federal subaward of an amount not to exceed \$ _____

from a federal award issued by U.S. Department of Health and Human Services

for the specific purpose of

Providing Early Intervention Services

SUBAWARD COVERSHEET

County Contract No.:	Y21-127
County Department/Division:	Health Services Department
Subaward Budget Line:	
Coronavirus Relief Funded?	No
If Coronavirus Relief Funded, which program?	N/A

TABLE OF TERMS AND PROVISIONS

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Article 2: The PartiesError! Bookmark not defined.

Article 3: Federal Award InformationError! Bookmark not defined.

Article 4: Federal Subaward InformationError! Bookmark not defined.

Article 5: NoticeError! Bookmark not defined.

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Article 7: Subrecipient's Obligations and ResponsibilitiesError! Bookmark not defined.

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DRAFT

Article 1: Notice of Federal Subaward

- A. **This is a Federal Subrecipient Agreement for a Federal Subaward.** *Documentation of the County’s Receipt of the Federal Award* is attached as **“Attachment 1.”** The amount of the Federal Award Received by the County is: \$1,000,000.00.
- B. All references to the Code of Federal Regulations (**“CFR”**) are either to 2 CFR Part 200 or, when the United States Department of Health and Human Services (**“HHS”**) is the Federal Awarding Agency (as later defined), 45 CFR Part 75.
- C. This Subrecipient Agreement is a **“Standard Form Agreement.”** Any changes to this standard form shall be noted separately using the *Standard Form Amendments* form attached as **“Form 1,”** which must be separately executed by the parties to this Agreement in order to be binding upon the parties. **This is the 10/05/2020 version of the Standard Form Agreement.**

Article 2: The Parties

- A. The tables in **Article 2, Paragraph B,** below detail the information for the parties to this Subrecipient Agreement (**“Agreement”**), the CFR references are as required by 2 CFR § 200.331(a)(1) (or, for HHS awards: 45 CFR § 75.352(a)(1)).
- B. This Agreement is entered into by and between the following parties:

		CFR
Pass-Through Name:	Orange County, Florida (the “County”)	(x)
Entity Type:	Political Subdivision of the State of Florida	N/A
Principal Address:	201 South Rosalind Avenue Orlando, Florida 32801	N/A
Awarding Official Contact:	Name: John Goodrich Email Address: john.goodrich@ocfl.net	(x)

AND

		CFR
Subrecipient Name:	_____ (the “Subrecipient”)	(i)
Entity Type:	_____	N/A
Principal Address:	_____	N/A
D-U-N-S® No.:	_____	(ii)

Subrecipient Contact Person:	Name:	N/A
	Email Address:	

- C. The County and the Subrecipient may unilaterally re-designate their respective points of contact by providing written notice of such change to the other party pursuant to **Article 5 (“Notice”)** below.
- D. Both the County and the Subrecipient may be individually referred to as **“party”** or collectively referred to as **“parties”** in this Agreement.

Article 3: Federal Award Information

- A. The following table details the general Federal Award information, as required per 2 CFR § 200.331(a)(1) (or, for HHS awards: 45 CFR § 75.352(a)(1)):

		CFR
Fed Award Project Description:	Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B	(ix)
Fed Awarding Agency:	U.S. Department of Health and Human Services (the “Federal Awarding Agency”)	(x)
Fed Award No.:	1 UT8HA339520100 (the “Federal Award”)	(iii)
Fed Award Date:	02/20/2020	(iv)
CFDA No.:	93.686	(xi)
CFDA Name:	Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B	(xi)

- B. Pursuant to 2 CFR § 200.331(a)(1)(xii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xii)), this Subrecipient Agreement must state whether the Subaward (as later defined) is for Research and Development. **Is this Subaward related to Research and Development as defined in 2 CFR § 200.87 (or, for HHS awards: 45 CFR § 75.2)? “Yes” or “No”:**

Article 4: Federal Subaward Information

- A. The following table details the funding-related Federal Subaward information, as required per 2 CFR § 200.331(a)(1), or 45 CFR § 75.352(a)(1) when HHS is the Federal Awarding Agency:

		CFR
Subaward Amount:	An amount not to exceed: \$	(vi)

Total Amount of Fed Award Provided to Subrecipient by Pass-Through:	\$	(vii)
Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through	Unknown	(viii)

- B. Pursuant to 2 CFR § 200.331(a)(1)(xiii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xiii)), this Agreement must state whether there is an indirect cost rate for the Federal Award. **Is there an Indirect Cost Rate included in the Federal Award? “Yes” or “No”:** Yes No
- C. The Subrecipient understands and agrees that the Subaward amount referred to in this Agreement is “an amount not to exceed” and does not in any way constitute a guarantee payment of the total maximum amount payable. Any funds not expended by the Subrecipient shall be retained by the County for alternative use or return to the Federal Awarding Agency.

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

To the County:	<p>Health Services Department Attn: John Goodrich 2002A E Michigan St Orlando, FL 32806</p> <p>AND</p> <p>Orange County Administration Attn: Danny Banks, Deputy County Administrator Administration Building, 5th Floor 201 S Rosalind Avenue Orlando, Florida 32801</p>
-----------------------	---

To the Subrecipient:	
-----------------------------	--

Article 6: Term of Agreement, Subaward Period of Performance, and Extensions

- A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the “**Effective Date**”) and shall conclude on: **02/28/2021**.
- B. **Subaward Period of Performance.**
 - 1. The “**Subaward Period of Performance**” is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.331(a)(1)(v) (or, for HHS awards: 45 CFR § 75.352(a)(1)(v)).
 - 2. The Subaward Period of Performance of this Agreement is: **03/01/2020 to 02/28/2021**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award’s Period of Performance shall prevail.
- C. **Extensions.** Should there be Subaward funds remaining at the conclusion of the Subaward Period of Performance, the Subrecipient and the County may agree to a modification of the Subaward Period of Performance, so long as such modification does not supersede, or conflict in any way with, the Federal Award or the Federal Award’s Period of Performance. Such modification must be in writing and signed by authorized representatives of both parties.
- D. **Renewals.** As further described in the *Documentation of the County’s Receipt of the Federal Award* attached as “**Attachment 1**”, the Federal Award’s Project Period begins **03/01/2020** and ends **02/28/2025** (“**Project Period**”), and the Federal Awarding Agency recommends providing future support to the County in the amount of one million dollars (\$1,000,000) each year during the Federal Award’s Project Period subject to the availability of funds and satisfactory progress of the Federal Award Project (“**Recommended Future Support**”). In the event that the County receives Recommended Future Support from the Federal Awarding Agency, the County and Subrecipient may mutually agree to renew the Term of this Agreement for **four (4)** additional one-year terms. Such renewals must be in writing and signed by authorized representatives of both parties; written renewals must contain the terms and conditions of the renewal and the required information for federal subawards in a format substantially similar to the table attached to this Agreement as “**Exhibit C**”.

Article 7: Subrecipient's Obligations and Responsibilities

- A. As a subrecipient of the Federal Award, the Subrecipient shall be responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Services* attached to this Agreement as “**Exhibit A,**” in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
- B. The Subrecipient shall ensure that the Subrecipient Contact Person identified in **Article 2, Paragraph B. (“The Parties”)** above is available to communicate and meet with the County’s staff to review activities on an “as needed” basis or as otherwise reasonably requested by the County.
- C. **Authority to Practice.** The Subrecipient hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request, however, failure by the County to request such proof shall in no manner be construed to alleviate the Subrecipient’s obligations pursuant to this paragraph.
- D. **Employees of the Subrecipient.**
 - 1. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient removes any employee, volunteer, associate, or agent of the Subrecipient that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
 - 2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral termination of this Agreement by the County. Moreover, the Subrecipient shall:
 - a. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees performing work or services related to this Agreement; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees performing work or services related to this Agreement.

3. Additional terms specific to this Agreement and related to the Subrecipient's employees' responsibilities and training requirements are included in the *Scope of Services* attached to this Agreement as "**Exhibit A**".

E. **Non-Discrimination.**

1. The Subrecipient shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.
2. The Subrecipient shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see **Article 24, Paragraph D ("Federal Contract Terms")**.

F. **Inherently Religious Activities.** If the Subrecipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Subrecipient of public funds, and in connection with the public services to be funded by the Subaward, the Subrecipient must adhere to the following stipulations:

1. The Subrecipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded by this Agreement;
2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and
3. Participation in such inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services and, therefore, the Subrecipient shall not implicitly or explicitly condition receipt of any Subaward-funded services on participation in any inherently religious activities.

Article 8: Compliance with the Uniform Administrative Requirements

- A. **Compliance with the Federal Uniform Administrative Requirements.** As a subrecipient of the Federal Award, the Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200. If the Federal Awarding Agency is HHS, the Subrecipient shall instead comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for HHS Awards* as found in 45 CFR Part 75.
- B. The Subrecipient hereby acknowledges and understands that the specific provisions of the Federal Uniform Administrative Requirements referenced in this Agreement are referenced only for emphasis. The exclusion of a specific applicable provision of 2 CFR Part 200 (or, for HHS awards:

45 CFR Part 75) from this Agreement does not alleviate the Subrecipient from its obligation to comply with such applicable provisions.

- C. **By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75), and any relevant Federal Awarding Agency guidance, and that it understands its obligations pursuant to such federal regulations and directives.**

Article 9: Procurement Standards

- A. **Procurement.** The Subrecipient must comply with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”) and must use such procedures when expending the Subaward. **Does the Subrecipient maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? “Yes” or “No”:** **Yes**

If “**Yes,**” then: By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”) and will use such procedures when expending the Subaward.

If “**No,**” then: By executing this Agreement, the Subrecipient hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) (“**Procurement Standards**”). As such, the Subrecipient hereby agrees to use the County’s purchasing procedures when expending the Subaward, which can be found at this link: <http://www.ocfl.net/vendorservices>.

B. **Simplified Acquisition Threshold.**

1. “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: \$250,000.
2. The Simplified Acquisition provided for in this Agreement is the one that the Subrecipient must use when making its expenditures of the Subaward, as it is the County-approved Simplified Acquisition Threshold for this Agreement.

- C. **Required Contract Provisions.** As a subrecipient of the Federal Award, the Subrecipient shall insert the relevant contract provisions found in Appendix II of 2 CFR Part 200 (or, for HHS awards: Appendix II of 45 CFR Part 200) (“**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**”) in all contracts into which it enters while expending the Subaward.

D. Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

1. If the Subrecipient wishes to engage in sub-contracting or make any procurements pursuant to this Agreement, the Subrecipient understands that it must first:
 - a. Get written permission from the County’s Awarding Official Contact to enter into such a subcontract or make such procurement; and
 - b. Execute the *Small and Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Labor Surplus Area Firm Affidavit* attached as “**Form 2**” stating that the Subrecipient shall take the “Five Affirmative Steps” regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in 2 CFR §200.321 (or, for HHS awards: 45 CFR § 75.330) in the solicitation and selection of such subcontractor(s) or procurements.
2. Engaging in sub-contracting, pursuant to this Agreement without complying with both of these requirements is strictly prohibited.
3. Procurements specifically accounted for by line item in the *Budget* attached as “**Exhibit B**” are considered “approved in writing” by the County. However, the Subrecipient shall still be required to execute the *Small and Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Labor Surplus Area Firm Affidavit* for such budgeted procurements.

Article 10: Property Standards

- A. By executing this Agreement, the Subrecipient hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (or, for HHS awards: 45 CFR §§ 75.316-75.323) (“**Property Standards**”) and will use such procedures when handling and managing property procured with the Subaward.
- B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement not to sell, transfer, encumber, or otherwise dispose of property acquired with the Subaward without the written permission of the County.
- C. Title to “**Equipment**” as defined in 2 CFR 200.33 (or, for HHS awards: 45 CFR 75.2) that is purchased under this Agreement shall vest in the Subrecipient, subject to the conditions specified in 2 CFR 200.313 (or, for HHS awards: 45 CFR Part 75.320).
- D. **Coronavirus Relief Fund.** Pursuant to the guidance provided by the Department of the Treasury, all purchases made with Coronavirus Relief Fund funds may be kept by the non-Federal entity. **Is this Agreement funded by the Coronavirus Relief Fund? Yes or No:**

If “Yes,” then: The above “**Property Standards**” provisions do not apply, however, the Subrecipient still must keep an account of all purchases made for the County’s review for compliance with this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

If “No,” then: The above “**Property Standards**” provisions apply as written and as provided in the applicable provisions of 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75).

Article 11: Budget and Invoicing

A. Budget.

1. The County-approved *Budget* for the Subaward is attached to this Agreement as “**Exhibit B**” and shall be the basis for which the County provides payment to the Subrecipient. The County may require a more detailed budget breakdown than the one contained herein, and the Agency shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the County.
2. Any changes to the *Budget* must be approved, in writing, by the County. The cost of any changes, modifications, change orders, and all other constructive changes to the *Budget* must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Services* attached as “**Exhibit A.**”
3. The Awarding Official Contact noted in **Article 2, Paragraph B** (“**The Parties**”), or as later re-designated pursuant to **Paragraph C** of that same Article, may, in writing, approve any amendments to the *Budget* that are requested by the Subrecipient so long as:
 - a. If the Budget was drafted with approval of the Federal Awarding Agency, any such requested amendments do not increase the Subaward amount and are approved, in writing, by the Federal Awarding Agency; or
 - b. If the Budget was drafted without the Federal Awarding Agency pursuant to a discretionary Federal Award, any such requested amendments do not increase the Subaward amount and are deemed by the Awarding Official Contact as being consistent with the *Scope of Services*.
4. Budget amendments that do not meet either requirement of **Article 11, Paragraph A.2.** above must be made by formal written amendment to this Agreement.

B. Invoices.

1. **General Invoices.** Invoices shall be delivered to the County in a form and with supporting documentation as approved, in writing, by the Awarding Official Contact noted in **Article 2, Paragraph B (“The Parties”)**, or as later re-designated pursuant to **Paragraph C** of that same Article. Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of invoices noted in this provision if there is a conflict between the two, invoices are due as followed:
 - c. The period for submission of General Invoices shall be **monthly** with such invoices due to the County by the **15th of the month subsequent to the provision of services** for which the County is being invoiced; and
 - d. **Initial Reimbursement Invoice.**
 - (1) If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the Subrecipient must submit a Reimbursement Invoice covering all eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **03/01/2020**) and ending on the date of execution of this Agreement. This Reimbursement Invoice shall be submitted no later than the date that the first General Invoice is due to the County.
 - (2) This Initial Reimbursement Invoice shall not be required if the Subaward Period of Performance and date of execution of this Agreement occur in the same month. If such occurs, the first General Invoice may include all expenses made for that month.
 - e. **Final Invoices.** Final Invoices shall be due to the County by the **15th of the month subsequent** to the expiration or termination of this Agreement.
2. **Federal Attestation.** Pursuant to 2 CFR § 200.415(a) (or, for HHS awards: 45 CFR § 75.415) (“**Required Certifications**”), the County is required to attest to the Federal Awarding Agency that all expenditures (including those made pursuant to this Subaward) were proper and in accordance with the terms and conditions of the Federal award and approved project budgets (if any). Accordingly, all invoices from the Subrecipient to the County must include the following executed attestation:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative

penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812)."

3. The County reserves the right to withhold or deny payment of any invoice if such invoice:
 - a. Is incomplete or fails to provide the requisite supporting documentation;
 - b. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
 - c. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 12: Payment Terms

- A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual Subaward-eligible costs as permitted by the Federal Award and this Agreement. The Subrecipient shall make Subaward-eligible expenditures and then invoice the County for such expenditures pursuant to the invoicing terms found in **Article 11 ("Budget and Invoicing")** of this Agreement.
- B. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.
- C. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.
- D. Should the Federal Awarding Agency withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.
- E. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:
 1. Any goods or services provided that do not fall within the *Scope of Services* attached as **"Exhibit A"**;
 2. Any goods or services provided by the Subrecipient that the County determines to be unsatisfactory or in violation of federal, state, or local laws, rules, or regulations;

3. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant current available, or already budgeted, funding for those goods or services; or
 4. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third party program or insurance provider.
- F. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services*.
- G. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.
- H. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.
- I. **At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant or related to this Agreement or the Federal Award.**
- J. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as “**Form 3.**” Additionally, the Subrecipient hereby certifies to the County that, if received an advance of the Subaward:
1. It shall comply with 2 CFR 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) (“**Payment**”) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient’s disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 CFR 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

- c. Make timely payment to its contractors and vendors.
2. **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Subrecipient shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County’s Risk Management Division if the Subrecipient is a “state agency or subdivision” as defined by Section 768.28(2), Florida Statutes.

Article 13: Return of Funds

- A. **Unauthorized Expenditures.** The Subrecipient shall reimburse the County for all unauthorized expenditures.
- B. **Payment(s) in Error.** The Subrecipient shall return to the County any payments made to the Subrecipient that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Work* attached as “**Exhibit A**” or the Federal Award (“**Payment(s) in Error**”).
 1. In the event that the Subrecipient, or any outside accountant or auditor, determines that a Payment in Error was made, the Subrecipient shall return to the County any associated funds no later than ten (10) business days from when the Subrecipient became aware of such Payment in Error.
 2. In the event that the County discovers a Payment in Error, the County shall notify the Subrecipient and the Subrecipient shall return any associated funds to the County no later than ten (10) business days of the Subrecipient’s receipt of such notice.
- C. **Federal Disallowance(s).** If the federal government demands reimbursement from the County due to a disallowance or finding that an expense or cost that the County provided to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the two dates.
- D. **Delay or Failure to Return Funds.** Should the Subrecipient fail to reimburse the County for any Payment in Error or Federal Disallowance within the time designated, the County may respond with any number of the following actions:
 1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient’s initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
3. Terminate this Agreement; or
4. Bar the Subrecipient from being considered when issuing future Federal Subawards or other County agreements.

Article 14: Progress Reporting

- A. Progress reports shall be delivered to the County on a form approved by the in writing, by the Awarding Official Contact noted in **Article 2, Paragraph B (“The Parties”)**, or as later re-designated pursuant to **Paragraph C** of that same Article.
- B. At minimum, such progress reports must detail the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Services* attached as **“Exhibit A.”** The County reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Subrecipient as it deems necessary to meet its federal reporting requirements and monitoring obligations.
- C. Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of progress reports noted in this provision if there is a conflict between the two, progress reports shall be submitted on a **monthly** basis and **are due by the 15th of the month subsequent to the provision of services of which the Subrecipient is reporting.**
- D. Failure to provide the required progress reports in accordance with this Article may necessitate the County’s withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.
- E. If a portion of the Subaward was advanced, failure to provide the required Progress Reports in accordance with this Article will obligate the Subrecipient to, at the County’s written request, return to the County the balance of any unexpended advanced Subaward funds.
- F. Additional progress reporting requirements specific to this Agreement are included in the *Scope of Services* attached to this Agreement as **“Exhibit A”**.

Article 15: Maintenance, Retention, and Access to Records

- A. The Subrecipient, and its subcontractors (if any) that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Article.
 1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in

compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.

2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
6. The Subrecipient shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
7. If the *Scope of Services* in "**Exhibit A**" is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.
8. Additional recordkeeping and accounting standards specific to this Agreement are included in the *Scope of Services* attached to this Agreement as "**Exhibit A**".

B. The Subrecipient shall ensure that the provisions of this Article and the relevant recordkeeping and accounting standards contained in the *Scope of Services* are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

Article 16: Monitoring Requirements

- A. **Monitoring.** The Subrecipient hereby acknowledges that the County has an obligation to monitor the Subrecipient’s programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.331 (or, for HHS awards: 45 CFR § 75.352) (“**Requirements for pass-through entities**”). By executing this Agreement, the Subrecipient hereby agrees to permit the County, the Comptroller, or the designee of either, to perform such program and financial monitoring periodically.
- B. **Letter of Findings.**
1. If during a monitoring session the County, the Comptroller, or the designee of either, discovers any defect in the Subrecipient’s performance under this Agreement (whether programmatic, financial, etc.), a “Letter of Findings” shall be provided to the Subrecipient.
 2. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

Article 17: Audit Requirements

- A. **Auditing.** As a subrecipient of the Federal Award, the Subrecipient is obligated to comply with the federal auditing requirements found in 2 CFR 200 Subpart F (or, for HHS awards: 45 CFR § Subpart F) (“**Audit Requirements**”).
- B. **Authorization to Audit.** The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit Subrecipient’s:
1. Disbursement of the Subaward;
 2. Service or program delivery; and
 3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.
- C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.
1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Suprecipient must have a single audit completed

and conducted in accordance with 2 CFR § 200.514 (or, for HHS awards: 45 CFR § 75.514), unless the Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (or, for HHS awards: 45 CFR § 75.501(c)).

2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) calendar days after the close of the Subrecipient's fiscal year.

D. Submission of Audits and Audited Financial Statements.

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (or, for HHS awards: 45 CFR § 75.512), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:

**Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802**

- E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.
- F. **Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.**

Article 18: Insurance

- A. The Subrecipient agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this “Insurance” subsection. These requirements, as well as the County’s review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
- B. The Subrecipient shall require and ensure that each of its sub-contractors/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 in this “Insurance” subsection.
- C. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:

- 1. **All Subrecipients:**

Commercial General Liability – The Subrecipient 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 one million dollars (\$1,000,000) per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Orange County, Florida.

- 2. **Subrecipients providing services at County facilities:**

Workers’ Compensation – The Subrecipient shall maintain coverage for its employees with statutory workers’ compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer’s 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 the *Leased Employee Affidavit* attached as “**Form 4.**”

Business Automobile Liability – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for

use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient 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.

3. **Subrecipients providing services to vulnerable populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). “Vulnerable Person(s)” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Subrecipients providing services that are of a professional nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“SERP”) during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this “Insurance” subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Subrecipient 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 Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar

days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

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

- H. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes):
1. **Article 18, Paragraphs A-G** are not applicable. However, such paragraphs do apply to any of the Subrecipient’s subcontractors that are not agencies or political subdivisions of the State of Florida.
 2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County’s Risk Management Division at the address in **Article 18, Paragraph G** above.

Article 19: Indemnification, Sovereign Immunity, and Liability

- A. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party’s officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.**
1. The County’s above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County’s sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.
 2. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Article 19, Paragraph B.1.** above applies to the Subrecipient in the same manner in which it applies to the County.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Subrecipient under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the Subrecipient is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes), then **Article 19, Paragraph C.2.** above applies to the Subrecipient in the same manner in which it applies to the County.

Article 20: Independent Contractor, Non-Agent Subrecipient, and Third Parties

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker’s compensation matters.
- B. **Non-Agent Subrecipient.** The Orange County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County’s behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, and shall not be construed as to, appoint the Subrecipient as an agent of the County. Additionally, no review or approval of services, invoices, or records may be construed as the County appointing the Subrecipient as an agent of the County.
- C. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, or the Federal Government, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Article 21: Confidentiality

A. Health Insurance Portability and Accountability Act (“HIPAA”)

1. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
 - a. Is not **“Protected Health Information,”** as defined in 45 CFR § 160.103; or
 - b. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
2. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:
 - a. A Business Associate Agreement (or an adequate patient/client/individual release) has been executed in a form substantially similar to the *Business Associate Addendum* attached to this Agreement as **“EXHIBIT 1”**; and
 - b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

B. Florida Information Protection Act (“FIPA”)

1. Pursuant to Section 501.171(g)1., Florida Statutes, **“Personal Information”** means either of the following:
 - a. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - (4) Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

- (5) An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If, pursuant to this Agreement, the Subrecipient is maintaining, storing, or processing personal information on behalf of the County, the Subrecipient is the County’s “Third-Party Agent” under FIPA and hereby agrees to comply with all obligations for such “Third-Party Agents” as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the County in the event of a breach of security of the Subrecipient’s system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
3. The Subrecipient shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Subrecipient.

C. Florida Trade Secret Protections

1. Pursuant to Section 815.045, Florida Statutes, “**Trade Secret Information,**” as defined in Section 812.081, Florida Statutes, and as provided for in Section 815.04(3), Florida Statutes, is expressly confidential and exempt from the public records law because it is a felony to disclose such records.
2. If the *Scope of Services* attached as “**Exhibit A**” includes storing, collecting, reviewing, or accessing information related to business entities that could be considered Trade Secret Information, the Subrecipient hereby certifies that it will hold any such information confidential and will not release or disclose it to any third party without express, written permission from either: (a) the County; or (b) the business entity in question.

Article 22: Termination

- A. **Termination for Convenience.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B (or, for HHS Awards: 45 CFR Part 75, Appendix II, Paragraph B), contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it

will be effected and the basis for settlement. As such, the County may terminate this Agreement at any time for any reason by providing a written thirty (30) calendar day notice to the Subrecipient. If this Agreement is terminated by the County for convenience, the Subrecipient shall only be paid for the funding-applicable work completed as of the date of the Subrecipient's receipt of such termination, unless otherwise specified in the County's termination notice. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement for convenience.

B. **Termination by the Subrecipient.** Pursuant to 2 CFR § 200.339(a)(4) (or, for HHS Awards: 45 CFR § 75.372(a)(4)), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

- a. The County reserves the right to terminate this Agreement immediately, to be effectuated as of the Subrecipient's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Subrecipient Contact Person noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Subrecipient with such notice in the manner provided in **Article 5 ("Notices")** of this Agreement.
- b. Immediate Termination pursuant to this provision shall be permitted for any of the following reasons:
 - (1) The Federal Awarding Agency terminates the Federal Award;
 - (2) Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
 - (3) The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
 - (4) The Subrecipient uses Subaward funds for a purpose not authorized under the terms of this Agreement;
 - (5) The Subrecipient files bankruptcy or otherwise becomes insolvent;

- (6) The Subrecipient is determined to be ineligible to do business in the State of Florida;
- (7) If the Subrecipient is a non-profit agency, loss of the Subrecipient's non-profit status;
- (8) If the County has a Business Associate Agreement with the Subrecipient, the County has terminated that Business Associate Agreement for cause; or
- (9) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient the opportunity to cure any stated breach. If the County provides such opportunity to cure, shall:

- a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
- b. Allot an appropriate deadline by which the Subrecipient must provide its proposed cure to the County.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the County determines that termination of this Agreement was due to the Subrecipient's material failure to comply with the Subaward's terms and conditions, the County reserves the right to report the Subrecipient to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management ("SAM").

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall take all of the following actions:

- 1. Pursuant to 2 CFR § 200.339(c) (or, for HHS Awards: 45 CFR § 75.372(c)) continue to

remain responsible for compliance with the requirements in 2 CFR §§ 200.343 (“Closeout”) and 200.344 (“Post-Closeout Adjustments and Continuing Responsibilities”) (or, for HHS Awards: the requirements in 45 CFR §§ 75.381 through 75.390);

2. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);
3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;
4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;
5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;
6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;
7. Take any other actions as reasonably directed in writing by the County; and
8. If the *Scope of Services* attached as “**Exhibit A**” includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, the Subrecipient shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, any funds owed to the County due to any overages paid to, or breach of contract by, the Subrecipient shall be deducted from the amount due the Subrecipient. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.

G. **Force Majeure.**

(c)

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Subrecipient’s control so long as the Subrecipient’s delay is not caused by the Subrecipient’s own fault or negligence. Notwithstanding the foregoing, the Subrecipient cannot claim *Force Majeure* under this provision for any emergency,

exigency, or “Act of God” that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
3. If the Subrecipient’s performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County’s termination.
4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: Florida State Terms

A. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - 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 Agreement’s term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
 - d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.
 - e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

- f. All records stored electronically shall 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2. **Florida Agencies.** If the Subrecipient is an “Agency” as defined by Section 119.011, Florida Statutes, then the Subrecipient shall comply with its own obligations under Chapter 119, Florida Statutes. The Subrecipient additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Subrecipient will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

B. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient 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 Agreement, the Subrecipient certifies that it 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. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not:
 - a. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.

4. The County reserves the right to terminate this Agreement immediately should the Subrecipient 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 Statutes, subsequent to entering into this Agreement with the County.
5. If this Agreement is terminated by the County as provided in **Article 23, Paragraph B.4.a.** above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in **Article 23, Paragraph B.4.b.** above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.
6. Unless explicitly stated in this Article, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Article.

Article 24: Federal Contract Terms

Section 1: Federal Terms (For: All Contracts)

- A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
- C. **Suspension and Debarment.**
 1. The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 ("**OMB Guidelines to Agencies on Governmentwide Debarment And Suspension**") specifically prohibit the County from entering into a "**Covered Transaction,**" as defined in 2 CFR § 180.200, with a party listed on the System for Award Management ("**SAM**") Exclusions list.
 2. By executing this Agreement, the Subrecipient hereby certifies that:

- a. It does not appear on the SAM Exclusions list;
 - b. It shall maintain an active registration with SAM for the entire Term of this Agreement; and
 - c. It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.
3. The Subrecipient shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 4. The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Be found to have misrepresented its SAM system status in any manner; or
 - b. Fail to notify the County of any change in its status under the SAM system.
 5. By executing this Agreement, the Subrecipient certifies is in compliance with the terms of this Article and 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”). This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

D. Non-Discrimination.

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.

- E. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.
- F. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Subrecipient’s actions pertaining to this Agreement.
- G. **Procurement of Recovered Materials.** If the Subrecipient is a state agency or agency of a political subdivision of the state, then pursuant to 2 CFR § 200.322 (or, for HHS awards: 45 CFR § 75.331) (“**Procurement of Recovered Materials**”):
1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC § 6962) should it purchase:
 - a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
 2. The Subrecipient, when making purchases that meet the thresholds listed in subparagraphs “1a” and “1b” of this provision, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparagraph “1a” and “1b” of this provision.
 4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall

- jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
 6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 CFR § 247.6 (“**Affirmative Procurement Programs**”).
 7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

Section 2: Federal Terms (For: Contracts that Exceed \$100,000)

- A. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall:
1. File a *Certification Regarding Lobbying* attached to this Agreement as “**Form 5**” (if applicable);
 2. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and
 3. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.
- B. **Contract Work Hours and Safety Standards Act.** If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Subrecipient must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 CFR Part 5). Specifically:
1. **Overtime requirements.** No subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half

times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph 1 of this provision, the Subrecipient and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Subrecipient and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph 1 of this provision, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph 1 of this provision.
3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor under this Agreement, or any other Federal contract with the same Subrecipient, or any other federally-assisted contract subject to the “Contract Work Hours and Safety Standards Act,” which is held by the Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 2 of this provision.
4. **Subcontracts.** The Subrecipient or its subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 4 of this provision and shall also insert a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs 1 through 4 of this provision.

Section 3: Federal Terms (For: Contracts that Exceed \$150,000)

- A. **Clean Air Act.** If this Agreement’s value exceeds one hundred and fifty thousand dollars (\$150,000) in value, the Subrecipient agrees to:
 1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 2. Report each violation to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and

3. Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

B. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred and fifty thousand dollars (\$150,000), the Subrecipient agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.;
2. Report each violation to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

Section 4: Federal Terms (For: Contracts that Exceed the Simplified Acquisition Threshold)

A. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold, which for the purposes of this Agreement is: \$250,000.

Article 25: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this

Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").
- C. **Conflicts.** The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- I. **Remedies.** No remedy conferred upon any party in this Agreement 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.

- J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- M. **Use of County and Subrecipient Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.
- O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- P. **Written Modification.**
1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the County is permitted to unilaterally “pass-down” to the Subrecipient without formal amendment to this Agreement.
 - a. By execution of this Agreement, the parties hereby agree that the contents of the *Required Information for Federal Subawards Table* found in “**Exhibit C,**” and as located in **Article 3 (“Federal Award Information”)** and **Article 4 (“Federal Subaward Information”)** are able to be unilaterally amended by the County and that such unilateral amendment shall be binding upon the parties of this Agreement so long as they are based on the Federal Awarding Agency’s Notice of Award or a Federal Grant Adjustment Notice issued by the Federal Awarding Agency.
 - b. The County shall provide notice such unilateral amendments to the Subrecipient in a timely fashion to both by electronic mail to the Subrecipient Contact Person noted in **Article 2, Paragraph B (“The Parties”)**, or as later re-designated pursuant to **Paragraph C** of that same Article, and in compliance with **Article 5 (“Notice”)**.
3. The Subrecipient hereby agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 26: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Required Information for Federal Subawards Table
Form 1	Standard Form Amendments
Form 2	Small and Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), and Labor Surplus Area Firm Affidavit
Form 3	Subaward Advance Terms and Affidavit
Form 4	Leased Employee Affidavit
Form 5	Certification Regarding Lobbying
Appendix Coversheet	Any additional attachments required by the Federal Awarding Agency or the County.
Attachment 1	Documentation of the County’s Receipt of the Federal Award
Attachment 2	RW Budget 2021-2011 Peers Template
Exhibit 1	Business Associate Addendum

Article 27: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

The County has executed this Agreement on the date set forth below.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____

Carrie Mathes, Procurement Division Manager **or**

Zulay Millan, Procurement Division Assistant

Manager

Date: _____

**SUBRECIPIENT SIGNATURE
ON PAGE 34 OF 34**

**ORANGE COUNTY, FLORIDA'S
SIGNATURE
ON PAGE 33 OF 34**

The Subrecipient has executed this Agreement on the date set forth below.

By:

Date:

ORANGE COUNTY, FLORIDA

and

BUSINESS ASSOCIATE

ADDENDUM TO CONTRACT NO. Y21-127

related to

**BUSINESS ASSOCIATE ASSURANCE OF COMPLIANCE WITH THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS ADDENDUM is by and between, **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its **COUNTY DEPARTMENT/DIVISION** (the “Covered Healthcare Component”), and **BUSINESS ASSOCIATE NAME** (“Business Associate”), located at **BUSINESS ASSOCIATE ADDRESS**. The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the County has been designated as a “Hybrid Entity” under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

WHEREAS, pursuant to 45 CFR §164.105(a)(2)(iii)(D), the County, as a Hybrid Entity, has documented that its **COUNTY DEPARTMENT/DIVISION** is a “Covered Healthcare Component” of the County and, as such, when the County is acting through its **COUNTY DEPARTMENT/DIVISION**, it must be treated as a “Covered Entity”; and

WHEREAS, in connection with the provision of services to the County (collectively referenced to as “Services”) by the Business Associate, the County, through its Covered Healthcare Component, may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164; and

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

WHEREAS, the purpose of this Addendum is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended; and

WHEREAS, the County and Business Associate have entered, or will be entering into, a contract for services known as Contract No. Y21-127 (the “Agreement”) and the Parties wish to adopt this Addendum to the Agreement in order to ensure that the Services provided by the Business Associate pursuant to the Agreement are provided in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable, and as amended.

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

Section 1. Incorporation

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

B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, are hereby incorporated into this Addendum.

C. To the extent that this Addendum, or the Agreement, imposes more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, the Florida Information Protection Act, §501.171, Florida Statutes, and 42 CFR Part 2, where applicable and as amended, those more stringent requirements of this Addendum, or the Agreement, will control.

Section 2. Definitions.

A. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

1. ***Breach*** shall have the meaning given to such term as found in 45 CFR §164.402, and the Florida Information Protection Act, §501.171, Florida Statutes.
2. ***Designated Record Set*** shall mean a group of records maintained by or for a covered entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.
3. ***Disclosure*** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
4. ***Florida Information Protection Act*** shall mean the Florida Information Protection Act (“FIPA”) codified at §501.171, Florida Statutes.

5. ***HIPAA Privacy and Security Rules*** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
6. ***Individual*** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR §164.502(g).
7. ***Individually Identifiable Health Information*** shall mean information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
8. ***Privacy Officer*** shall mean the individual designated by the County pursuant to 45 CFR §164.530, who is responsible for the development and implementation of the County's policies and procedures as they relate to its, and its Covered Healthcare Component's, compliance with HIPAA Privacy and Security Rules.
9. ***Personally Identifiable Information ("PII")*** shall mean either of the following:
 - a. An individual's initials, first name, or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - vi. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."

- vii. The term “Personally Identifiable Information” does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
 - c. The PII provided pursuant to the Agreement shall be limited to what is necessary for the Business Associate to meet its obligations thereunder.
- 10. ***Protected Health Information (“PHI”)*** shall mean an individual’s identifiable health information that is – or has been – created, received, transmitted, or maintained in any form or medium, on or behalf of the County, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request. The PHI provided pursuant to the Agreement shall limited to what is necessary for the Business Associate to meet its obligations thereunder.
- 11. ***Required by Law*** shall have the same meaning as the term “required by law” in 45 CFR §164.103.
- 12. ***Secretary of Health and Human Services*** shall mean the Secretary of the Health and Human Services (“HHS”) or any other officer or employee of HHS to whom the authority involved has been delegated.
- 13. ***Security Incident or Incident*** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PII contained in any form or interference with system operations in an information system that contains PHI or PII.
- 14. ***Use*** shall mean the sharing, employment, application, utilization, examination, or analysis of PII or PHI within an entity that maintains such information.

Section 3. Scope of Agreement

A. **Independent Status of Parties.** The Parties agree that they are, and shall be, independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are, and shall be, responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. Additionally, the Parties agree that they shall maintain all

corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.

B. The Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents, and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions brought against the County, including costs and attorneys' fees, resulting from the breach by the Business Associate of the confidentiality requirements of this Addendum.

Section 4. Privacy of Protected Health Information and Confidentiality of Personal Information.

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

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

1. Only use or disclose the PHI and PII as allowed under this Addendum or otherwise by applicable law.
2. Only use or disclosure PHI and PII in a manner that would not violate the HIPAA Privacy and Security Rules, or FIPA, if done so by a Covered Entity.
3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PII for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PII that the Business Associate reports to the County. Safeguards shall include, but are not limited to: (a) the implementation and use of electronic security measures to safeguard electronic data; (b) requiring employees to agree to access, use, or disclose PHI and PII only as permitted or required by this Addendum; and (c) taking related disciplinary action for inappropriate access, use or disclosure as necessary.
4. Ensure that the Business Associate's subcontractors or agents to whom the Business Associate provides PHI or PII, created received, maintained, or transmitted on behalf County agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PII, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PII that it creates receives, maintains, or transmits on behalf of the County.

5. Make the Business Associate's records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the County's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida's Department of Legal Affairs to determine the County's compliance with FIPA.
6. Limit use by, or disclosure to, its subcontractors, agents, and other third parties, to the minimum PHI and PII necessary to perform or fulfill a specific function required or permitted hereunder.
7. Provide information to the County to permit the County to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from the County, if the Business Associate maintains a Designated Records Set on behalf of the County.
8. At the request of, and in the time and manner designated by, the County, provide access to the PHI and PII maintained by the Business Associate to the County or individual, if the Business Associate maintains a Designated Records Set on behalf of the County.
9. At the request of, and in the time and manner designated by, the County, make any amendment(s) to the PHI and PII when directed by the County, if the Business Associate maintains a Designated Record Set on behalf of the County.
10. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PII the Business Associate creates, receives, maintains, or transmits on behalf of the County.
11. Report to the County any Security Incident involving PHI and PII that the Business Associate discovers in the manner detailed in Section 7 below.

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

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

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

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

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

Section 5. Confidentiality

A. In the course of performing under this Addendum, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.

B. For purposes of this Addendum, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Addendum. The Parties, including their employees, agents, or representatives shall:

1. not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Addendum, or as mandated by the State of Florida’s Public Records Laws;
2. only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under the Agreement; and
3. advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information:

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

Section 6. Security

A. **Security of Electronic Protected Health Information and Personal Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and

physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PII (as defined by §501.171, Florida Statutes) that the Business Associate creates, receives, maintains, or transmits on behalf of the County consistent with the HIPAA Privacy and Security Rules and FIPA.

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

1. a successful unauthorized access, use or disclosure of Electronic PHI or PII;
2. a modification or destruction of electronic PHI or PII; or
3. interference with system operations in an information system containing electronic PHI or PII.

Section 7. Reporting Requirements

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

B. **Reporting to the County.**

1. The Business Associate will report to the County within:
 - a. two (2) days of any suspected – or confirmed – access, use, or disclosure of PHI or PII, regardless of form, not permitted or required by this Addendum of which the Business Associate becomes aware; and
 - b. twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware.
2. Such report shall include the identification of each individual whose unsecured PHI and PII has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
3. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include: (a) the date of the Incident; (b) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business Associate's response to each Incident; (f) and the name and title of the individual the County should contact for additional information.
4. The Business Associate will conduct such further investigation as is reasonably required by the County and promptly advise the County of additional information pertinent to the Incident.
5. The Business Associate will cooperate with the County in conducting any required risk analysis related to such Security Incident(s).

6. The Business Associate will cooperate with the County in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§501.171 and 817.5681, Florida Statutes), and in taking steps determined by the County to be necessary to mitigate any potential harm caused by a Security Incident. The Business Associate will pay and/or reimburse the County for any reasonable expenses the County incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by the Business Associate and/or its subcontractors or agents.

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

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

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

F. **Content of Notices.** All notices and reports required under this Addendum shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "Covered Entity," shall be read as references to the Business Associate.

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

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

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

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

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

J. A violation of this Section shall be a material violation of this Addendum.

Section 8. Termination

A. **Automatic Termination.** The County is authorized to automatically terminate the Agreement, if it determines that the Business Associate has violated a material term of this Addendum.

B. **Opportunity to Cure or Terminate.** At the County's sole discretion, the County may either: (1) provide notice of breach and an opportunity for the Business Associate to reasonably and promptly cure the breach or end the violation and terminate the Agreement if the Business Associate does not cure the breach, or end the violation within the reasonable time specified by the County; or (2) immediately terminate the Agreement if the Business Associate has breached a material term of this Addendum and cure is not possible.

C. **Effects of Termination.** Termination of the Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

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

1. When the Agreement is terminated, the PHI and PII that the Business Associate received from, created, or received on behalf of the County must be destroyed or returned to the County, at the Business Associate's expense, including all PHI and PII in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PII is not feasible, the Business Associate must maintain the privacy protections

under this Addendum, and according to applicable law, for as long as the Business Associate retains the PHI and PII, and the Business Associate may only use or disclose the PHI and PII for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PII.

2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PII in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to the County of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Addendum to the subcontractor's or agent's use or disclosure of any PHI and PII retained after the termination of the Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PII not feasible.

Section 9. Miscellaneous

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

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

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

D. **Amendment.** This Addendum may only be revoked, amended, changed, or modified by a written amendment that is executed by both Parties.

E. **Enforcement Costs and Attorneys Fees.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Addendum, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Addendum, each Party will hereby be responsible for its own costs and attorneys' fees.

F. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy and Security Rules.

G. **Indemnification.** To the fullest extent permitted by law, the Business Associate shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or part by any act or omission of the Business Associate, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Business

Associate is a state department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of §768.28, Florida Statutes.

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

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

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

To the County: Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

AND

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

To the Business Associate:

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

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

M. **Venue and Waiver of Jury Trial.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Addendum shall be brought in the federal or state courts located in Orange County, Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Any and all rights to a trial by jury are hereby waived.

N. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Addendum shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Addendum if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

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

IN WITNESS HEREOF, the parties have executed this Addendum as of the date first above written.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: _____

DATE: _____

THE BUSINESS ASSOCIATE

Business Associate: _____

By: _____

Printed Name: _____

Official Title: _____

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced: _____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)