




Interoffice Memorandum

March 3, 2022

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Lonnie C. Bell, Jr., Director 
Community and Family Services Department

FROM: Tracy Salem, Manager
Youth and Family Services Division

**CONTACT: Keith Yannessa, Senior Contract Administrator
(407) 836-6521**

SUBJECT: Consent Agenda Item – March 22, 2022
Approval of Agreement between Orange County, Florida and Positive Behavioral Solutions, LLC regarding the provision of clinical and non-clinical therapeutic services

Orange County, Florida (County) has a history of working together with outside agencies to provide an array of services to the children placed at Great Oaks Village. The children in foster care today are faced with many hardships and exhibit behavioral challenges due to the level of trauma they are exposed to, which therefore requires both clinical and non-clinical counseling services that are more specific to the population and more intensive in nature. Through the partnership with these agencies, and our own clinical team we have been able to provide a higher level of care that our children both need and deserve.

The purpose of this agreement is to clarify roles and responsibilities between the County and Positive Behavioral Solutions, LLC (PBS) and to establish a shared vision that promotes integrated community support and services. This partnership would improve outcomes for families involved in the child welfare system through non-clinical therapeutic services at no cost to the County. Great Oaks Village currently provides residents with in-house clinical counseling and case management. With the increase in trauma to which these children are being exposed, there is a need to provide additional non-clinical services through both one-on-one and group counseling to them in the following areas: independent living; vocational coaching; social skills training; coping strategies; support groups; and practicing daily living skills. PBS provides these additional services to the children as a Medicaid provider. There would be no cost to the County for these services.

Consent Agenda Item – March 22, 2022

Approval of Agreement between Orange County, Florida and the Positive Behavioral Solutions, LLC regarding the provision of non-clinical therapeutic and clinical services
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Great Oaks Village currently has its own clinical staff to provide in-house clinical services but also utilizes another agency to provide additional one-on-one and group sessions. This agreement also allows PBS to provide clinical services to the children of Great Oaks Village should there be a need to do so. The clinical services, if provided, would also be done as a Medicaid provider. There would be no cost to the County for these services.

ACTION REQUESTED: Approval and execution of Agreement between Orange County, Florida and Positive Behavioral Solutions, LLC regarding The Provision of Psychosocial Rehabilitative, Therapeutic and Clinical Services to provide clinical and non-clinical therapeutic services and authorization for the County Mayor or designee to approve any increases, decreases, or amendments to this contract.

Attachment

TS/ky:jamh

c: Carla Bell Johnson, AICP, Deputy County Administrator
Yolanda Brown, Fiscal Manager, Community and Family Services Department
Laura Greene, Senior Program Manager, Youth and Family Services Division
Diana Mendez, Medical and Mental Health Services Administrator, Youth and Family Services Division
Terrence Woodard, Program Manager, Youth and Family Services Division
Felicia Brown, Senior Program Manager, Youth and Family Services

AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

POSITIVE BEHAVIORAL SOLUTIONS, LLC

regarding

**THE PROVISION OF PSYCHOSOCIAL REHABILITATIVE, THERAPEUTIC AND
CLINICAL SERVICES**

THIS AGREEMENT (“**Agreement**”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”), on behalf of its Youth and Family Services Division, and **POSITIVE BEHAVIORAL SOLUTIONS, LLC**, a Florida limited liability company, located at 901 Douglas Avenue, Suite 100B, Altamonte Springs, Florida 32714 (the “**Agency**”). The County and Agency may be individually referred to as “party” or collectively referred to as “parties.”

RECITALS

WHEREAS, the County, through its Youth and Family Services Division, provides social services to vulnerable children through various programs including the Great Oaks Village; and

WHEREAS, the County believes that the reach, quantity, and quality of services available to those vulnerable children can be enhanced through collaboration with different social service agencies throughout the Central Florida community; and

WHEREAS, one method of such collaboration is establishing relationships with different social service agencies throughout the Central Florida community so that those agencies can provide additional services to those vulnerable children within Orange County programs; and

WHEREAS, the Agency is one such social services agency that is able to provide therapeutic and clinical services to vulnerable children in the Great Oaks Village program; and

WHEREAS, the parties desire to enter into this Agreement to identify the administrative structure and process necessary to initiate, review, and ensure interparty cooperation and formally establish a close working relationship between the parties that encourages, promotes, and enhances the services provided to the children in the Great Oaks Village program; and

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

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

Section 2. Documents. The documents that are incorporated by either reference or exhibit and thereby form this Agreement are:

- A. This Agreement; and
- B. **Exhibit A: Scope of Services.**

Section 3. The Obligations of the Parties.

A. Both the County and the Agency shall meet the obligations as described in the *Scope of Services* that is attached to this Agreement as **Exhibit "A."** The *Scope of Services* includes the roles and responsibilities of each party and the process for providing Services to eligible recipients.

B. **No Financial Commitment.** The parties agree that all Services performed under this Agreement shall be without any form of payment or other financial compensation by either party. Any costs or expenses incurred by either party shall be the sole responsibility of that respective party. The parties agree that the Agency may seek reimbursement for the Agency's Services from other potential methods of payment including Medicaid, private insurance, or other funding sources available to the Agency.

C. **Personnel.** The Agency represents that it has, or will secure, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be, nor shall they in any way be construed to be, employees of the County, nor shall they be considered in any way to have any contractual relationship with the County.

- 1. All of the Services required under this Agreement shall be performed by the Agency or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, State, and local law to perform such Services.
- 2. The Agency warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field. The County may require, in writing, that the Agency remove any employee that the County—in its sole and absolute discretion—deems incompetent, careless, or otherwise objectionable to perform Services under this Agreement.

Section 4. Background Screening.

A. The Agency shall ensure that all staff, employees, guests, invitees, third party providers, volunteers, and other individuals engaged in the provision of Services to children or other vulnerable persons, as defined in Section 435.02, Florida Statutes, under this Agreement complete all background screens required by Florida law, including Level 2 background screening

requirements established in Section 435.04, Florida Statutes, and comply with all background screening regulations published by the Florida Department of Children and Families.

B. All individuals in paid or unpaid positions that require Level 2 background screens shall be subject to and shall complete such screens prior to access, supervision, or direct care of any children under this Agreement. Screens shall include an initial Level 2 background screening with additional Level 2 background screenings performed thereafter at five (5) year intervals.

C. Level 2 background screens consist of an employment history check and fingerprinting. Fingerprinting is used to process the following screenings:

1. Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
2. Federal Criminal Records Check through FBI; and
3. May include Local Criminal Records Check through Local Law Enforcement.

D. The Agency shall provide the County with confirmation that the Level 2 background screen has been conducted and that the results are acceptable to both parties. The Agency will make copies of the completed background screens for individuals performing Services under this Agreement available to the County upon request.

Section 5. Term, Renewal, and Termination.

A. **Term.** The term of this Agreement shall begin upon full execution by both parties and shall expire five (5) years thereafter unless otherwise terminated earlier by the parties pursuant to the terms of this Agreement.

B. **Renewal.** This Agreement may be renewed for one (1) additional five (5) year period upon the written mutual consent of both parties ("**Renewal Term**").

C. **Termination.** Either party may terminate this Agreement at will or for its convenience by providing the non-terminating party with thirty (30) days' written notice. Notice of termination shall be provided in accordance with the "Notices" Section of this Agreement. No damages may be assessed against either party for its termination of the Agreement, regardless of whether that termination was for convenience or cause. Notwithstanding the foregoing, the County may terminate this Agreement immediately upon providing notice to the Agency if the County determines, in its sole and absolute discretion, that termination is in the best interest of the public health, safety, or welfare.

Section 6. Notices.

A. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following:

To the County:

Orange County Youth & Family Services Division
Attn: Division Manager
1718 East Michigan Street
Orlando, Florida 32806

AND

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

To the Agency:

Positive Behavioral Solutions, LLC
901 Douglas Avenue, Suite 100B
Altamonte Springs, Florida 32714

B. Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 7. Indemnity, Sovereign Immunity, Liability, and Independent Contractor.

A. **Indemnity.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision. Subject to the foregoing, each party shall be liable for any negligent act or omission by its officers, directors, agents, or employees and shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising solely from such negligent act or omission.

B. **No Waiver of Sovereign Immunity.** Nothing contained in this provision, or in any provision of this Agreement, shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Liability.** In no event shall the County be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. **Independent Contractor.** The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between the County or any of its employees and the Contractor or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 8. Insurance and Protection of Persons and Property.

A. **Insurance.** The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The General Aggregate limits shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

1. The Agency 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 Agreement.
2. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement, or prior to executing any renewals hereof, to verify such coverage:
 - a. **Workers' Compensation** – The Agency 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. 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 Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete a *Leased Employee Affidavit* form provided by the County.
 - b. **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
 - c. **Sexual Abuse and Molestation Coverage** – The Agency shall maintain coverage for sexual abuse and molestation with limits of not less than \$100,000 per occurrence.

- d. **Business Automobile Liability** – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. **Professional Liability** – Any agency, organization, or individual providing professional services (i.e., medical, counseling, etc.) under this Agreement shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.
3. For policies written on a “Claims-Made” basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
4. The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
5. 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.
6. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County’s Risk Management Division.
7. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance, the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written

notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Risk Management
109 East Church Street, Suite 200
Orlando, Florida 32801

B. Protection of Persons and Property. While working or performing services on County-owned property, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

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

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

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

Section 9. Records Management and Personal Information Protection.

A. The Agency acknowledges that the Agency, and any and all of its subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this "Records Management" provision.

1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.
2. **Retention.** Books, records, and accounts related to the performance of this Agreement shall be retained by the Agency for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the Agency shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.

B. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Agency must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the Agreement if the Agency does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required for the performance of the service(s) contemplated under this Agreement.
5. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records.

6. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT PROCUREMENT PUBLIC RECORDS LIAISON, 400 E. SOUTH STREET, 2ND FL., ORLANDO, FL 32801; (407)836-5897; PROCUREMENTRECORDS@OCFL.NET.

C. Personal Information Protection. In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing children and family service recipient personal information.

1. Personal information shall mean an individual's initials, first name or first initial and last name in combination with the following:
 - a. A social security number; or
 - b. 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; or
 - c. A financial account number or credit card 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; or
 - d. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - e. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or
 - f. Any other identifier as referenced in the Department of Health & Human Services "Safe Harbor Standards."

2. Personal information shall also include 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.
3. The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this Section (collectively hereinafter "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County.
4. The Agency shall provide notice to the County as expeditiously as possible, but no later than two (2) days, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in electronic that the Agency has been contracted to maintain, store, or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
5. Notice of any such breach to the County shall include the following:
 - a. A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security; and
 - b. The number of individuals who were or potentially have been affected by the breach; and
 - c. A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security; and
 - d. The name, address, telephone number, and e-mail address of the employee, agent, contractor, or business associate from whom additional information may be obtained concerning the breach; and
 - e. Any additional information requested by the County.

Section 10. Safeguarding Information.

A. The Agency shall not use or disclose any information concerning a recipient of Services under this Agreement for any purpose not in conformity with all applicable federal, State, and local laws, rules and regulations, except on written consent of the recipient, his or her attorney, or his or her responsible parent or guardian.

B. HIPAA Privacy and Security Rules and the Florida Information Protection Act.

1. The County may function as a healthcare provider, legal custodian, or both for the recipients of Services under this Agreement. The Agency certifies that it functions as a health care provider and covered entity under HIPAA for recipients of Services under this Agreement. Upon receiving an "Authorization for the Use and

Disclosure of Protected Health Information” signed by the recipient’s legal guardian, the parties may release and obtain a recipient’s PHI and PII between the parties as said recipient’s healthcare providers, custodian, or both. The parties will exchange recipient information as necessary to provide the recipient with quality treatment and ensure that said recipient’s day-to-day environment is conducive to treatment.

2. Excepting transmissions of information made pursuant to subparagraph B(1) above, each party will limit its transmission of data to data that either:
 - a. Is not protected health (“PHI”) and/or personally identifiable information (“PII”); or
 - b. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR §165.514.
3. Should the need for the transmission of protected health or personally identifiable information arise pursuant to this Agreement, excepting transmissions made under subparagraph B(1) above, the party transmitting that protected health or personally identifiable information shall ensure – before that transmission – that:
 - a. A Business Associate Agreement is executed; and
 - b. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

C. In the course and scope of performing Services under this Agreement, the Agency may receive, be exposed to or acquire 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 identified as confidential (“Confidential Information”) of another party. The Agency, 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 Agreement;
2. Only permit use of such Confidential Information by employees, agents and representatives that have a need to know in connection with performance of Services under this Agreement; and
3. Advise each of their employees, agents and representatives of their obligations to keep such Confidential Information confidential.

Section 11. General Provisions.

A. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

B. **Assignments and Successors.** The County and the Agency each 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. Additionally, the parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, 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.

C. **Arrears.** The Agency shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Agency represents that, at the time of this Agreement's execution, it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

D. **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.

E. **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: (1) provided for in this Agreement; and (2) now or later existing at law or at equity. No single or partial exercise by any party of any right, power, or remedy provided to that party by this Agreement shall preclude any other or further exercise of any such rights, powers, or remedies.

F. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

G. **Venue.** Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida, for any legal proceeding(s) that may arise either directly, or indirectly, from this Agreement. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the parties hereby agree that venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

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 in any legal proceeding(s) that may arise either directly, or indirectly, from this Agreement.

I. **Attorneys' Fees and Costs.** With the exception of the indemnification terms of this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement, as well as for any legal proceeding(s) that may arise either directly, or indirectly, from this Agreement.

J. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

K. **Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

L. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

M. **Nondiscrimination.** The Agency shall, at no time during the term of this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. The Agency shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations.

N. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement 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.

O. **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.

P. **Authority of Signatory.** Each signatory below represents and warrants that they are duly authorized by their respective party to bind that party to the terms and obligations of this Agreement.

Q. **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.

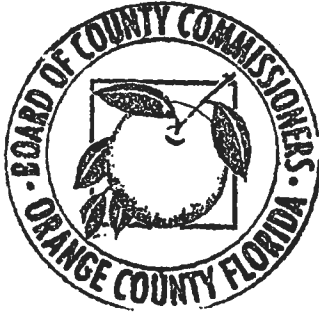
R. Written Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

S. Authority to Operate. The Agency, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals will be submitted to the County upon request.

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

[SIGNATURES ON FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: March 22, 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

[REMAINING SIGNATURE ON FOLLOWING PAGE]

POSITIVE BEHAVIORAL SOLUTIONS, LLC

[Signature]
Signature

02/03/2022
Date

Tracy S. Ramos
Printed Name

Clinical Director
Official Title

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me on this 3rd day of FEBRUARY 2022
by TRACY S. RAMOS, in his or her official capacity as the CLINICAL
DIRECTOR of Positive Behavioral Solutions, LLC.



[Signature]

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known
 Produced Identification
Type of Identification Produced: _____

EXHIBIT A SCOPE OF SERVICES

This Agreement is entered into by and between the County and the Agency for the provision of therapeutic and clinical services, as described in this *Scope of Services* and referred to throughout this Agreement as “Services”, to children residing at Great Oaks Village located at 1718 East Michigan Street, Orlando, Florida 32806 (“GOV”).

1. Non-Clinical Services

- A. The Agency shall provide individual and group sessions based upon referrals from the GOV case managers for non-clinical services which include independent living, vocational coaching, and social skills training that will assist the children in developing coping strategies, identify support groups, practice daily living skills, and help link clients to resources that will help improve progress.

2. Clinical Services

- A. The Agency, should the need arise, may provide individual and group counseling and other clinical Services as agreed by both parties on the GOV campus. The Agency shall ensure that all of its therapists providing Services under this Agreement (“**Therapists**”) have a minimum of a Master’s degree in Social Work, Psychology, or Counseling and are overseen by a Licensed Positive Behavioral Solutions Clinical Supervisor. The Agency shall ensure that all Agency staff providing Services under this Agreement are knowledgeable in Trauma Informed Care practices and principles. The Agency shall provide the County with documentation evidencing that all Agency staff providing Services under this Agreement have received a favorable background screening from the Florida Department of Children and Families (“**DCF**”).
- B. The County shall discuss its service needs with the Agency. The Agency shall assist the County with the development of meaningful interventions, provide crisis intervention on an as-needed basis, and assist with conflict resolution amongst peers, residents, and staff by using strategies that support Trauma Informed Care.
- C. The County, if utilizing the Agencies clinical services, shall notify the Agency of a child’s intake. The Agency shall open a case for the child within 3 business days of receipt of the packet from GOV and shall complete and deliver to the County a Biopsychosocial Assessment on each child within fourteen (14) working days of the child’s arrival. In addition to the Biopsychosocial Assessment, the Agency may use other assessments with the children, as necessary and as determined by the Agency. Upon receiving the assessment(s) from the Agency, the County recipient will immediately give the completed assessment(s) to the appropriate County Community Service Worker or designee.

- D. If the Agency's clinical services are utilized, the Agency Therapist will develop a Master Treatment Plan based on the Biopsychosocial Assessment within forty-five (45) days of completing the assessment(s). All Service Plans or Master Treatment Plans must address the mental health issues identified in the assessment(s) and identify specific measurable goals to be achieved, including established target dates. Both documents (the Biopsychosocial Assessment and the Master Treatment Plan) must be processed by the Agency according to the Agency's clinical procedures which are required to be Medicaid compliant. The Agency Therapist or their designee shall provide the appropriate County Community Service Worker or designee with copies of the Biopsychosocial Assessment and Master Treatment Plan.
- E. If applicable, The Agency Therapist shall evaluate and document each child's progress made toward their identified goals and shall provide monthly input during the cottage case reviews. In the event that an Agency Therapist is unable to attend a monthly cottage case review, the Agency Therapist will provide written input to the County's Residential Counseling Services Supervisor or their designee.
- F. The Agency, if needed, shall provide counseling to children residing at GOV to address mild-to-moderate mental health needs including, but not limited to, adjustment counseling, school problems, behavioral issues, grief and loss, substance abuse, attachment disorder, and other related abuse issues.
- G. A staffing must be held to discuss a referral for children that may benefit from a psychiatric evaluation. Staffing participants may include the Agency Therapist, the GOV Community Services Worker, the GOV Residential Counseling Services Supervisor, the GOV Education Residential Services Supervisor, the Case Management Agency ("CMA") Case Manager, the Guardian Ad Litem, and parental involvement will be encouraged as appropriate. Upon the completion of a staffing and the receipt of a referral, GOV may provide the psychiatric services for GOV residents.
- H. Agency shall provide the County's GOV Residential Counseling Services Supervisor with a weekly schedule of the residents that the Agency Therapist will be counseling and schedules of group counseling. The Agency shall submit a monthly progress report to the County's GOV Residential Counseling Services Supervisor no later than the fifteenth (15th) day of each month following the month that is the subject of the progress report.

3. Service Provisions

- A. If clinical services are utilized, Agency clinicians shall interact with GOV residents, the GOV Sr. Program Manager, Program Manager, Residential Counseling Services Supervisor, the Residential Services Supervisor, Family Teacher Assistants, and Community Service Workers. Additionally, Agency Therapists

shall participate in GOV treatment team meetings, stabilization staffings, school staffings as requested by the County, and other staffings in which clinical input is necessary. If an Agency Therapist is unable to attend the aforementioned meetings or staffings, then the Agency Therapist will provide a written summary to the GOV Residential Counseling Services Supervisor or their designee.

- B. If the Agency Therapist or GOV Community Service Worker determines a potential benefit from targeted case management, the GOV Community Service Worker or designee will contact the GOV resident's CMA Case Manager to recommend a referral to the Agency. The CMA Case Manager is responsible for making the referral as part of their duty to manage the dependency case.

4. Facilities

- A. The County shall provide office space and furnishings for Agency Therapists on the GOV campus located at 1718 East Michigan Street, Orlando, Florida 32806.
- B. The Agency shall provide office supplies, computers, postage, long distance services, vehicles and other work resources for the Agency Therapists.

5. Administration

- A. Prior to any Services being provided under this Agreement, the County will provide Agency Therapists with an orientation to the GOV campus, facility, residents, and the appropriate procedures and manuals.

6. Exchange of Information

- A. The County and Agency shall exchange the information necessary to facilitate the continuity of services to the GOV residents and to maintain all case files and clinical records according to federal, State, and local laws, rules, and regulations.
- B. Pursuant to an "Authorization for the Use and Disclosure of Protected Health Information" signed by each resident's legal guardian, the parties shall transmit and receive information between each other as a resident's healthcare providers, legal custodian, or both.

7. Compensation

- A. The parties agree that the Agency shall provide Services to the County and GOV residents under this Agreement at no cost to the County. The Agency shall be responsible for billing and collecting from third-parties for all Services provided to GOV residents under this Agreement. The Agency may bill Medicaid for all eligible Services rendered to GOV residents, and the Agency will be solely responsible for any required Medicaid paybacks. In the event that Medicaid

reimbursement rates or guidelines for billing significantly change at any time during the Term of this Agreement, the parties will meet to renegotiate the Services provided to the GOV residents; any changes to Services must be made pursuant to the “Written Modification” provision of this Agreement.

- B. The County shall make every effort to complete the process required for GOV residents enrolled in the GOV program to have a valid, eligible payer for Services, e.g. Medicaid. If a GOV resident is not Medicaid eligible, then the County will make its in-house counselors available to the resident while waiting for the GOV resident to become Medicaid eligible.
- C. The Agency shall ultimately be responsible for all costs and expenses associated with providing Services under this Agreement. The County shall not be responsible for any costs or expenses incurred by the Agency.