



## Interoffice Memorandum

November 8, 2021

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

FROM:  Carrie Mathes, CFCM, NIGP-CPP, CPPO, C.P.M., Manager,  
Procurement Division

CONTACT: Donna Wyche, Manager, Mental Health and Homelessness Issues Division  
(407) 836-7608

SUBJECT: Approval and Execution of Contract Y22-149, Enhanced Learning Collaborative  
Approaches to Youth Mental Health

### ACTION REQUESTED:

Approval and execution of Contract Y22-149, Enhanced Learning Collaborative Approaches to Youth Mental Health, with Judge Baker Children's Center Corp., in the total contract amount of \$1,028,580 for the period of December 1, 2021 through September 30, 2023. Further request authorization for the Procurement Division to renew the contract for one additional two-year term.

### PROCUREMENT:

This contract will train and certify providers of the Youth Mental Health Management Network Consortium in Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) and Trauma Focused Cognitive Behavioral Therapy (TF-CBT).

### FUNDING:

Funding is available in the account number 0001-062-2519-8610.

### APPROVALS:

The Mental Health and Homelessness Division concurs with this recommendation.

### REMARKS:

In accordance with the Code of Ordinances, Part I, Chapter 17, Article III, Section 17-286 – Application and exclusions, agreements between the Board and nonprofit organizations are excluded from competitive procurement requirements.

This program will provide training and certification in the evidence-based practices MATCH and TF-CBT for providers within the Youth Mental Health Management Network utilizing the Enhanced Learning Collaborative Method.

The program will also provide the following services for MATCH:

1. Work with Orange County to create a Request for Qualification to recruit and identify a maximum of 40 community providers eligible for the Youth Mental Health Management Network of Preferred Providers with a specific focus on those providing behavioral health service to youth located within the following nine identified high acuity need zip codes: 32808, 32805, 32893, 32811, 32818, 32810, 32801, 32822, and 32703.
2. Encourage participation by providers that are demographically representative to the populations within the nine identified high acuity need zip codes.
3. Recruit a maximum of 40 specified providers from six different agencies to begin training within four months of contract start date.
4. Ensure that 40 community providers eligible for the Youth Mental Health Management Network Preferred Providers are trained in MATCH within two years of contract start date.
5. Provide routine support and follow-up to encourage the Youth Mental Health Management Network Preferred Providers trained in MATCH to complete certification.

The program will provide the following services for TF-CBT:

1. Work with Orange County to create a Request for Qualification to recruit and identify a maximum of 75 community providers eligible for the Youth Mental Health Management Network of Preferred Providers with a specific focus on those providing behavioral health service to youth located within the following nine identified high acuity need zip codes: 32808, 32805, 32893, 32811, 32818, 32810, 32801, 32822, and 32703.
2. Encourage participation by providers that are demographically representative to the populations within the nine identified high acuity need zip codes.
3. Recruit a maximum of 75 specified providers from a maximum of 10 different agencies to begin training within four months of contract start date.
4. Ensure that 75 community providers eligible for the Youth Mental Health Management Network Preferred Providers are trained in TF-CBT within two years of contract start date.
5. Provide routine support and follow-up to encourage the Youth Mental Health Management Network Preferred Providers trained in TF-CBT to complete certification.

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**Contract No. Y22-149**  
*between*  
**Orange County, Florida**  
*and*  
**Judge Baker Children's Center**  
*for the purposes of providing*  
**Enhanced Learning Collaborative Approaches to Youth Mental Health**

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This Contract for Services ("Contract"), is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Mental Health and Homeless Division (the "County") and **JUDGE BAKER CHILDREN'S CENTER**, a nonprofit corporation organized under the laws of the State of Massachusetts, whose principal office is located at 53 Parker Hill Avenue, Boston, Massachusetts 02120 (the "Agency"). The County and Agency may be referred to individually as "party" or collectively as "parties."

**Recitals:**

**WHEREAS**, the County is committed to ensuring that quality mental health and homeless services for individuals and families, children and adults, are available and accessible in the community; and,

**WHEREAS**, the County ensures that there are dedicated resources available through a network of community partners, providers, and advocacy groups; and

**WHEREAS**, the Agency is a non-profit organization that serves children by promoting their developmental, emotional, and intellectual well-being; and

**WHEREAS**, the Agency offers a unique enhanced learning collaborative approach to addressing youth mental health issues that includes training and consultation services, implementation consultation and support, and monitoring and feedback (the "Services"); and

**WHEREAS**, the County has determined that implementing the Agency's Services is in the interest of the public health, safety, and welfare; and,

**WHEREAS**, the parties desire to enter into this Contract to establish the terms and conditions for the County's implementation of the Agency's Services.

**THEREFORE**, in consideration of the promises and mutual covenants contained in this Contract, the parties hereby agree as follows:

**Section 1. Recitals.**

The above recitals are true and correct and are incorporated as material part of this Contract by reference.

**Section 2. Contract Liaisons.**

- A. Both the Agency and the County shall appoint Liaisons responsible for administering and ensuring adequate performance of this Contract.
1. **Agency Liaison.** The Agency's liaison (the "Agency Liaison") is: Richard Voccio, (617) 278-4277, rvoccio@jbcc.harvard.edu
  2. **County Liaison.** The County's liaison (the "County Liaison") is: Donna Wyche, (407) 836-7608, donna.wyche@ocfl.net.
- B. Both parties reserve the right to substitute their respective contract liaisons by providing written notice of such substitution pursuant to the "Notices" Section of this Contract.

**Section 3. Notices.**

Service of all notices under this Contract 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:** Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**AND**

Orange County Procurement Division  
Attention: Manager  
400 East South Street, 2nd Floor  
Orlando, Florida 32801

**AND**

Orange County Mental Health and Homelessness Division  
Attention: Manager  
2002 East Michigan Street  
Orlando, Florida 32806

**To the Agency:** Judge Baker Children's Center  
Attention: Richard Voccio, VP of Finance  
53 Parker Hill Avenue  
Boston, Massachusetts 02120

**Section 4. Term, Period of Performance, and Renewals.**

- A. **Term of Contract.** The term of this Contract begins upon full execution by both parties (the "Effective Date") and shall conclude on September 30, 2023 ("Term").

**B. Period of Performance.**

1. The Period of Performance is the time during which the Agency may incur obligations to carry out the work or services authorized under this Contract. The Agency may not invoice for any work completed, or services rendered, outside of the Period of Performance.
2. The Period of Performance of this Contract is: **10/01/2021 to 09/30/2023.**

- C. Renewal.** The Contract Term and Period of Performance may be renewed for one (1) additional two (2) year period upon mutual written agreement of the parties. The County will notify the Agency of any intent to renew this Contract no less than thirty (30) days prior to the Contract's termination. Should the Agency wish to discontinue this arrangement by not renewing, it shall provide the County with sixty (60) days' notice of its intention not to renew the Contract prior to the Contract's termination.

**Section 5. Agency's Obligations and Responsibilities.**

- A. Provision of Services.** The Agency shall use the funds received under this Contract solely for the provision, coordination, brokering, or administration of permissible services, as provided in the *Scope of Services* attached to this Contract as "**Exhibit A,**" or as otherwise contemplated in this Contract (collectively, the "**Services**"). The use of funds for any services or any unpermitted or ineligible purpose will be deemed a breach and may result in the termination of this Contract at the County's sole discretion.
- B. Satisfactory Provision of Services.** The Agency shall provide the Services in a manner that is satisfactory to the County, in accordance with this Contract, and compliant with applicable federal, state, and local laws, rules, and regulations.
- C. Authority to Practice.** The Agency 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 Agency's obligations pursuant to this paragraph.
- D. Employees of the Agency.** All services or work provided pursuant to this Contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Contract. The County shall not be responsible for any costs related to such removal.
- E. Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes, the Agency hereby certifies that is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Agency further certifies that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the Contract. Agency further acknowledges violation of Section 448.09(1), Florida Statutes, may result in termination of this Contract.

**Section 6. Budget.**

- A. The total amount of funds awarded by the County to the Agency under this Contract shall not exceed one million twenty-eight thousand five hundred eighty (\$1,028,580) ("**Award**") for the term of this Contract.
- B. The County-approved *Budget* for the Award is attached to this Contract as "**Exhibit B**" and shall be the basis for which the County provides payment to the Agency.
- C. The Agency shall ensure that any expenditure made by the Agency relating to this Contract shall be within the approved *Budget* and in accordance with guidelines approved by the County Liaison, as applicable.
- D. 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 Award, and reasonable for the completion of the *Scope of Services* attached as "**Exhibit A.**"
- E. **Budget Amendments.**
  - 1. As the intention of this Contract is to broadly address youth mental health concerns of Orange County, Florida, the County Liaison is hereby given discretion to amend the *Budget* line items within plus or minus fifteen-percent ( $\pm 15\%$ ) without formal amendment to this Contract.
  - 2. The above-referenced discretion is granted so long as such County Liaison approved *Budget* amendment:
    - a. Does not increase the overall Award amount; and
    - b. Is provided in writing and states that it is in the County Liaison's opinion that the amendment to the *Budget* will assist the County in meeting its youth mental health service provision objectives.
  - 3. **Without such written approval from the County Liaison, the Agency must use the funds in strict compliance with the terms of the *Scope of Services* and *Budget* in order for any expenses to be consider an "eligible use" of the funds.**
  - 4. Any amendments to the *Budget* that do not meet the requirements of this provision must be made by formal written amendment to this Contract.

**Section 7. Payment Terms, Invoices and Billing.**

**A. Cost Reimbursement Payments.**

- 1. The Agency shall submit requests for payment for completed deliverables as described and approved in the *Scope of Services* and *Budget* ("**Invoice**"). Upon receiving an Invoice from the Agency, the County will pay the Agency for completed deliverables and in accordance with the terms of this Contract in an amount not to exceed the Award.

2. Any expenses or costs incurred by the Agency that exceed the total Contract Award amount will be the sole responsibility of the Agency. The County may not pay or reimburse the Agency for any work or Services that do not comply with the provisions of this Contract or that are found by the County, in its sole discretion, to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, or regulation.

**B. Invoices and Billing.**

1. The Agency shall submit all Invoices to the County on a quarterly basis by the fifteenth (15th) day of the month subsequent to the reporting quarter's conclusion. All Invoices must be sent on an Invoice form furnished by the Agency and approved by the County. Invoices must contain supporting documentation as deemed sufficient in the sole discretion of the County Liaison.
2. The Agency understands that any unspent funds for the Term of this Contract will not be carried forward to any subsequent or additional terms, should the Contract be renewed or extended. The Agency may submit supplemental Invoices for Services provided during the Performance Period and in accordance with the terms and conditions of this Contract.
3. The Agency shall review and approve all Invoices and supporting documentation prior to its submittal to the County. All Invoices must be signed by the Agency Liaison confirming the Invoice is accurate and complete. Any Invoice received by the County that does not include the required signature will be deemed incomplete and rejected for processing.

**C. Local Government Prompt Payment Act.** Unless otherwise stated in this Contract, the County shall make payments to the Agency for work performed, or services provided, pursuant to this Contract, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

**D.** Any increase to the Award amount shall require an amendment to this Contract that must be approved by the County in writing and executed by both parties. Requests for funds that exceed this Contract's Award, without an approved Purchase Order or executed amendment, may be denied at the County's sole discretion.

**E.** The County reserves the right to re-allocate unexpended funds in this Contract, if, in its sole discretion, the County determines that: (1) the Agency is not utilizing the funds provided for under this Contract in a satisfactory manner; or (2) such funds would better serve the public welfare or interest if expended in another manner. The County shall notify the Agency of any modification of funding in accordance with the "Notices" Section of this Contract.

**F. Availability of Funding.** The source of funding for this Contract is County general revenue funds. The Agency acknowledges that the County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Orange County Board of County Commissioners. Execution of this Contract does not guarantee funding for Services in subsequent years of this Contract if renewed.

- G. Without approval by the County Liaison as provided pursuant to the “**Budget Amendments**” section above, the County shall not make payments for, or in any way be responsible for, payment to the Agency for any goods or services provided that do not fall within the terms and conditions of this Contract.
- H. The Agency shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Contract for any activity or expense that occurs outside the Period of Performance or for any purpose not included in, or in conformance with, the *Scope of Services*.
- I. The Agency may not accept duplicate funding for any cost, position, service, or deliverable funded by the 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 Contract 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.
- J. Any costs or expenses incurred by the Agency that exceed the overall Award amount set forth in this Contract, or which are incurred outside of the Period of Performance of this Contract, shall be the sole responsibility of the Agency.

**Section 8. Return of Funds.**

- A. **Unauthorized Expenditures.** The Agency shall reimburse the County for all unauthorized expenditures.
- B. **Payment(s) in Error.** The Agency shall return to the County any payments made to the Agency that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Services* attached as “**Exhibit A**” (“**Payment(s) in Error**”).
  - 1. In the event that the Agency, or any outside accountant or auditor, determines that a Payment in Error was made, the Agency shall return to the County any associated funds no later than ten (10) business days from when the Agency became aware of such Payment in Error.
  - 2. In the event that the County discovers a Payment in Error, the County shall notify the Agency and the Agency shall return any associated funds to the County no later than ten (10) business days of the Agency’s receipt of such notice.
- C. **Delay or Failure to Return Funds.** Should the Agency fail to reimburse the County for any Payment in Error 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 Agency’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 Contract; or
4. Bar the Agency from consideration for future County awards or agreements.

**Section 9. Progress Reporting.**

- A. Progress reports shall be delivered to the County in writing on a form approved by the County Liaison.
- B. At minimum, such progress reports must detail the outputs, outcomes, and progress the Agency 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 Agency as it deems necessary to meet its federal reporting requirements and monitoring obligations.
- C. Progress reports shall be submitted on a quarterly basis with the Invoices and are due by the 15th of the month subsequent to the reporting quarter's conclusion.
- D. Failure to provide the required progress reports in accordance with this Section 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 Contract.

**Section 10. Maintenance, Retention, and Access to Records.**

- A. The Agency, and its subcontractors (if any) that are providing Services, or otherwise performing pursuant to this Contract, shall abide by the requirements of this Section.
  1. The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Contract. Such practices shall follow the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.
  2. The Agency shall maintain a financial management system which 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.
  3. The Agency shall be responsible for maintaining an acceptable recordkeeping system that organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to the County under this Contract.
  4. 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.

5. 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.
  6. Any cost analysis system shall involve cost cooperation between the fiscal and program staff.
  7. The Agency shall facilitate consultation and agreement among organization officials on the structure of general ledger accounts and treatment of each type of cost in order to facilitate appropriate allocation of costs.
  8. The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Contract 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 Contract.
  9. The Agency 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 Agency's performance under this Contract.
  10. All records that were created, utilized, or maintained for the purpose of fulfillment of the Agency's obligations pursuant to this Contract, 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 Contract, including any extensions or renewals of this Contract.
  11. 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.
  12. The Agency shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
  13. 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, or any of their authorized representatives.
- B. The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Contract and the Award.

**Section 11. Monitoring Requirements.**

- A. **Monitoring.** The Agency hereby acknowledges that the County has an obligation to monitor the Agency's programmatic and financial activities related to this Contract. By executing this Contract, the Agency 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 Agency's performance under this Contract (whether programmatic, financial, etc.), a "Letter of Findings" shall be provided to the Agency.
2. The Agency 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 Contract.

**Section 12. Audit Requirements.**

- A. **Authorization to Audit.** The County, the Comptroller, or any of their authorized representatives shall have the right to audit Agency's:
1. Disbursement of the Award;
  2. Service or program delivery; and
  3. Compliance with the terms, conditions, and obligations set forth in this Contract.
- B. The Comptroller and County, or their respective designees, shall have full access to Agency records, documents, and information related to this Contract, whether on paper or electronic media, as necessary to perform an audit and includes access to the same records of any Agency subcontractors.
- C. Failure to comply with any requirements in this Section shall be deemed as a breach of this Contract and may result in the withholding or denial of any requests for payment or reimbursement to the Agency.

**Section 13. Insurance.**

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

1. **All Agencies:**

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

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 certificate holder and additional insured shall be listed in the name of the Orange County, Florida.

**Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance: Fidelity & Employee Dishonesty Insurance with a limit greater than or equal to the amount of any and all funds paid in advance. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

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

**Workers' Compensation** – The Agency 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 "Exhibit C."

**Business Automobile Liability** – The Agency 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 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.

3. **Agencies 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. **Agencies 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 Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“SERP”) during the life of this Contract the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

- D. The Agency’s insurance carrier is Controlled Risk Insurance Company (CRICO). As a captive, CRICO is not licensed to do business in Florida; however, the policy covers the Agency for any operations in the world if the claim is brought in the US or its territories, which includes Florida.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of 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 Agency 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 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) calendar days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

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

**Section 14. 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 Contract. 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.** 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 Section, or in any part of this Contract, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

C. **Liability.**

1. Unless otherwise explicitly stated in this Contract, 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 Contract.
2. Without waiving any of the provisions or protections under this Contract or pursuant to Florida law, under no circumstances shall the County be liable to the Agency 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 Contract and are not confined to tort liability.

**Section 15. Independent Contractor and Third Parties.**

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Contract is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Services performed under this Contract, and that any individuals hired, or performing Services or work, pursuant to this Contract shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.
- B. **No Third-Party Beneficiaries.** Nothing in this Contract, 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, any legal or equitable right, benefit or remedy of any nature under or by reason of this Contract.

**Section 16. Confidentiality.**

A. **Health Insurance Portability and Accountability Act ("HIPAA").**

1. Under this Contract, 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 Contract, 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; 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:
    - i. A social security number;
    - ii. 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;
    - 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.
  - 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 Contract, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency 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 Agency'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 Agency 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 Agency.

**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 Agency 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.

**Section 17. Termination.**

- A. **Termination for Convenience.** Either party may terminate this Contract at its convenience for any reason by providing a written thirty (30) calendar day notice to the non-terminating party.
- B. **Termination for Cause.**
  1. **Immediate Termination.**
    - a. The County reserves the right to terminate this Contract immediately, to be effectuated as of the Agency's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Agency Liaison. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Agency with such notice in the manner provided in the Notices Section of this Contract.
    - b. Immediate Termination pursuant to this provision shall be permitted for any of the following reasons:
      - i. Any circumstance under which the County is no longer receiving Award funds to reimburse the Agency occurs;



- ii. The amount invoiced by the Agency meets or exceeds the amount of the Award provided for in this Contract;
  - iii. The Agency files bankruptcy or otherwise becomes insolvent;
  - iv. The Agency is determined to be ineligible to do business in the State of Florida;
  - v. If the Agency is a non-profit agency, loss of the Agency's non-profit status;
  - vi. If the County has a Business Associate Agreement with the Agency, the County has terminated that Business Associate Agreement for cause; or
  - vii. As otherwise expressly provided for in this Contract.
2. **Standard Termination for Cause.** The County may terminate this Contract 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 Contract, or if the County, using its sole discretion, determines that the Agency is unable to perform under this Contract.
3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Agency's proposed cure if such an opportunity is provided, the County reserves the right to provide the Agency the opportunity to cure any stated breach. If the County provides such opportunity to cure, the County 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 Agency 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 Contract was wrongfully terminated for cause, then the Agency's damages for such termination, if any, shall be the same as if the County terminated this Contract for convenience.
- C. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall take all of the following actions:
- 1. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);
  - 2. Stop working under this Contract on the date of receipt of the notice of termination unless otherwise stated in such notice;
  - 3. 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;

4. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;
5. Finalize all necessary reports, Invoices, and other documentation required under the terms of this Contract 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;
6. Take any other actions as reasonably directed in writing by the County; and
7. If the *Scope of Services* attached as "Exhibit A" includes a provision of care to individuals, the Agency shall take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

D. **Payment in Event of Termination.** If this Contract is terminated before performance is completed, the Agency shall be paid for the work or Services satisfactorily performed and the Agency shall be responsible for returning any advanced funds that were unexpended as of the date of this Contract's termination to the County within fifteen (15) days of such termination date. In the event the Contract is terminated for cause, any funds owed to the County due to any overages paid to, or breach of contract by, the Agency shall be deducted from the amount due the Agency, which may create an obligation on the Agency to return additional advanced funds to the County. No other damages, fees, or costs may be assessed against the County for its termination of the Contract.

E. **Force Majeure.**

1. The Agency shall not be held responsible for any delay or failure in performance of any part of this Contract 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 Agency's control so long as the Agency's delay is not caused by the Agency's own fault or negligence. Notwithstanding the foregoing, the Agency 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 Contract, or which existed at the time of execution of this Contract.
2. The above notwithstanding, in order to claim delay pursuant to this provision, the Agency 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 Contract. 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 Contract.
3. If the Agency'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 Agency for any work performed pursuant to this Contract 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 Contract pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Contract for any purpose otherwise expressly stated in this Contract.

**Section 18. Florida State Terms.**

**A. Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract's term and following completion of this Contract if the Agency does not transfer the records to the County.
4. Upon completion, or termination, of this Contract, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
5. If the Agency transfers all public records to the County upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Contract, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
6. 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.**

**B. Scrutinized Companies.**

1. By executing this Contract, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
2. Specifically, by executing this Contract, the Agency certifies that 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 Contract is for an amount of one million dollars (\$1,000,000) or more, by executing this Contract, the Agency certifies that it is not:
  - 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 Contract immediately should the Agency be found to:
  - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
  - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to entering into this Contract with the County.
5. If this Contract is terminated by the County as provided in **Section 18, Paragraph B.4.a.** above, the County reserves the right to pursue any and all available legal remedies against the Agency, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Contract is terminated by the County as provided in **Section 18, Paragraph B.4.b.** above, the Agency 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 Section, no other damages, fees, or costs may be assessed against the County for its termination of the Contract pursuant to this Section.

**Section 19. General Provisions.**

- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Contract to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Neither party shall assign, sublet, convey, or transfer its interest in this Contract 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 Contract, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Contract and any action or proceeding arising out of or relating to this Contract (an "**Action**").
- C. **Conflicts.** The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the County.

Should there be conflict between the various applicable laws and this Contract, 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 Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract which are not specifically set forth in this Contract.
- E. **Counterparts and Electronic Transmission of Signatures.** This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **Governing Law.** This Contract 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 sections or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.
- 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. **Nondiscrimination.** Agency agrees that no otherwise qualified individual shall solely, by reason of his/her race, sex, color, creed, national origin, or handicap, be excluded from the participation of this Program, or be subjected to any form of discrimination by the Agency. The Agency further agrees that it shall not discriminate as to race, color, religion, sex, national origin, age, handicap, or marital status in connection with its performance under this Contract.
- J. **Remedies.** No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- K. **Severability.** The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary

either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

- L. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Contract as stated.
- M. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Contract.
- N. **Use of County and Agency 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.
- O. **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.
- P. **Waiver.** No delay or failure on the part of any party to this Contract 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.
- Q. **Written Modification.** No modification of this Contract shall be binding upon any party to this Contract unless it is reduced to writing and is signed by a duly authorized representative of each party to this Contract.

#### **Section 20. Attachments.**

The documents that are hereby incorporated by either reference or attachment and therefore form this Contract are:

- 1. This Contract;
- 2. **Exhibit A:** Scope of Services;
- 3. **Exhibit B:** Budget; and
- 4. **Exhibit C:** Leased Employee Affidavit.

#### **Section 21. Entire Contract.**

This Contract, and any documents incorporated, referenced, or attached to this Contract, sets forth and constitutes the entire agreement and understanding of the parties with respect to the

subject matter of this Contract. In regards to such subject matter, this Contract 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 Contract.

**[ SIGNATURES ON FOLLOWING PAGE ]**

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Carrie Mathes  
Carrie Mathes  
Procurement, Manager

Date: 12/21/2021

JUDGE BAKER CHILDREN'S CENTER

Richard Voccio  
Signature

RICHARD Voccio  
Printed Name

12/13/2021  
Date

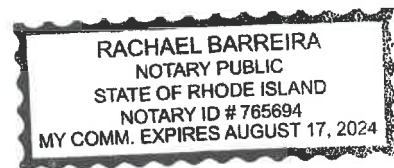
VP OF FINANCE  
Official Title

Rhode Island  
STATE OF ~~MASSACHUSETTS~~ )  
COUNTY OF Providence )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of December 2021, by MA DL, in his or her official capacity as the VP of Finance of Judge Baker Children's Center.

Rachael Barreira  
Signature Notary Public  
Print, Type/Stamp Name of Notary

[ ] Personally Known  
[X] Produced Identification  
Type of Identification Produced: MA DL





## **EXHIBIT A SCOPE OF SERVICES**

### **Overview**

In 2016, the Clinical Committee of the Youth Mental Health Management Network made recommendations that one of the ways the youth mental health system of care could be drastically improved was for agencies to implement evidence-based practices with fidelity throughout their agencies. Judge Baker Children's Center, an affiliate of Harvard Medical School, offers a unique "Enhanced Learning Collaborative Approach" to multiple evidence-based practices:

- Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) which outcome data indicates is effective with youth ages 6-15 struggling with mental health and behavioral disorders.
- Trauma Focused – Cognitive Behavioral Therapy (TF-CBT) which outcome data indicates is effective in reduction of symptoms such as depression, anxiety, behavior problems, shame, cognitive distortions, and relationship difficulties for children of any age.

Judge Baker Children's Center is the sole purveyor of the "MATCH Enhanced Learning Collaborative" and "TF-CBT Enhanced Learning Collaborative" Models, both of which include three components: (1) the training and consultation series; (2) the structured, Enhanced Learning Collaborative approach to implementation consultation and support; and (3) the Treatment Response Assessment for Children (TRAC) System, a proprietary monitoring and feedback system.

There is no other entity able to provide this unique collection of training and implementation services along with monitoring and feedback, designed to support sustainable practice across the county. The overall purpose of the contract is to train and certify Preferred Providers of the Youth Mental Health Management Network Consortium in MATCH and TF-CBT.

### **Scope**

In addition to meeting the deliverables outlined in **Exhibit "B"**, Judge Baker Children's Center will perform the following services for MATCH:

1. Work with Orange County to create a Request for Qualification to recruit and identify a maximum of forty (40) community providers eligible for the Youth Mental Health Management Network of Preferred Providers with a specific focus on those providing behavioral health service to youth located within the following nine (9) identified high acuity need zip codes: 32808, 32805, 32893, 32811, 32818, 32810, 32801, 32822, and 32703.
2. Encourage participation by providers that are demographically representative to the populations within the nine (9) identified high acuity need zip codes.
3. Recruit a maximum of forty (40) specified providers from six (6) different agencies to begin training within four (4) months of contract start date.

## EXHIBIT A

4. Ensure that forty (40) community providers eligible for the Youth Mental Health Management Network Preferred Providers are trained in MATCH within 2 years of contract start date.
5. Provide routine support and follow-up to encourage the Youth Mental Health Management Network Preferred Providers trained in MATCH to complete certification.

In addition to meeting the deliverables outlined in **Exhibit "B"**, Judge Baker Children's Center will perform the following services for TF-CBT:

1. Work with Orange County to create a Request for Qualification to recruit and identify a maximum of seventy-five (75) community providers eligible for the Youth Mental Health Management Network of Preferred Providers with a specific focus on those providing behavioral health service to youth located within the following nine (9) identified high acuity need zip codes: 32808, 32805, 32893, 32811, 32818, 32810, 32801, 32822, and 32703.
2. Encourage participation by providers that are demographically representative to the populations within the nine (9) identified high acuity need zip codes.
3. Recruit a maximum of seventy-five (75) specified providers from a maximum of ten (10) different agencies to begin training within four (4) months of contract start date.
4. Ensure that seventy-five (75) community providers eligible for the Youth Mental Health Management Network Preferred Providers are trained in TF-CBT within 2 years of contract start date.
5. Provide routine support and follow-up to encourage the Youth Mental Health Management Network Preferred Providers trained in TF-CBT to complete certification.

### **Invoices**

In accordance with Section 7 of this Contract, Invoices must be submitted to the County quarterly on the 15<sup>th</sup> day of the month subsequent to the reporting quarter's conclusion. In accordance with Section 9 of this Contract, Invoices must be submitted with a Progress Report and contain a detailed breakdown of progress toward the completion of the deliverables contemplated in this Contract. The County reserves the right to request additional information and documentation regarding Invoices and Progress Reports received. Invoices dating back to October 1, 2021 shall be honored by the County so long as they are for funding-applicable services.

## EXHIBIT B BUDGET

### MATCH Learning Collaborative Deliverables and Budget – Year 1

| Activity Category                       | Activity Subsection | Deliverable   | Due Date    | Project Year | Key Personnel                   | Cost      |
|---|---------------------|---|-------------|--------------|---------------------------------|-----------|
| 1. Implementation Pre-Work              | 1A                  | Produce and release Request for Qualifications, plan and facilitate Q&A call for applying agencies, select agencies to participate using predetermined selection criteria, develop and distribute Welcome Packet with expectations for participation to selected agencies, and conduct pre-implementation readiness assessments with participating agencies | Month 1     | Year 1       | Administrative Staff            | \$8,000   |
|   | 1B                  | Collaborate with agencies to engage and develop implementation team including clinicians, staff, and administrators   | Month 1     | Year 1       | Administrative Staff            | \$4,800   |
|   | 1C                  | Develop and distribute pre-implementation organizational readiness reports to agencies  | Month 1     | Year 1       | Administrative Staff            | \$3,800   |
|   | 1D                  | Conduct pre-implementation in-person site visits (including materials and travel)   | Month 1     | Year 1       | Administrative & Training Staff | \$44,652  |
|   | 1E                  | Engage agency implementation teams in pre-implementation planning   | Month 1     | Year 1       | Administrative Staff            | \$3,400   |
| 2. Active Implementation                | 2A                  | Prepare and deliver Learning Session 1 (including educational supplies and travel)  | Month 1     | Year 1       | Administrative & Training Staff | \$17,461  |
|   | 2B                  | Convene semi-monthly coordinator calls with liaisons at each participating agency   | Months 2-12 | Year 1       | Administrative Staff            | \$5,166   |
|   | 2C                  | Assist agency implementation teams in developing implementation plans   | Months 2-9  | Year 1       | Administrative Staff            | \$5,600   |
|   | 2D                  | Provide 35 hours of MATCH training over 5 days (including educational supplies and travel)  | Month 2     | Year 1       | Administrative & Training Staff | \$86,404  |
|   | 2E                  | Conduct web-based consultation with agency implementation teams to review quarterly progress and inform implementation process  | Months 2-12 | Year 1       | Administrative Staff            | \$4,076   |
|   | 2F                  | Host a senior leader call series to foster leadership at participating agencies and promote ongoing sustainability of MATCH   | Months 3-12 | Year 1       | Administrative Staff            | \$5,063   |
|   | 2G                  | Provide clinical consultation calls to clinicians who completed MATCH training and are currently using MATCH in active cases  | Months 2-12 | Year 1       | Training Staff                  | \$15,000  |
|   | 2H                  | Conduct active implementation readiness and progress assessments with participating agencies and report findings  | Months 6-12 | Year 1       | Administrative Staff            | \$4,400   |
|   | 2I                  | Develop and provide monthly implementation status reports   | Months 4-12 | Year 1       | Administrative Staff            | \$6,480   |
|   | 2J                  | Collaborate with agency implementation teams to develop additional data collection tools and modify TRACs as needed to address identified data needs  | Months 4-12 | Year 1       | Administrative Staff            | \$2,700   |
| 3. Quality Improvement & Sustainability | 3A                  | Prepare and deliver Learning Session 2 (including educational supplies and travel)  | Month 7     | Year 1       | Administrative & Training Staff | \$17,461  |
|   | 3B                  | Facilitate and implement CQI process and establish tools to support agency implementation teams in developing CQI capacity  | Months 8-12 | Year 1       | Admin & Training Staff          | \$2,520   |
|   | 3C                  | Assist agency implementation teams in developing sustainability plans   | Month 9-12  | Year 1       | Administrative Staff            | \$5,200   |
|   | 3D                  | Certify clinicians who have completed MATCH training and have met MATCH certification requirements  | Months 9-12 | Year 1       | Training Staff                  | \$3,800   |
|   | 3E                  | Provide specialized MATCH supervisor training (including educational supplies and travel)   | Month 9     | Year 1       | Administrative & Training Staff | \$34,561  |
|   | 3G                  | Provide supervisor consultation to ensure MATCH supervisors have the capacity to independently provide consultation and training in the MATCH protocol  | Months 9-12 | Year 1       | Training Staff                  | \$5,000   |
| 4. Agency Lost Productivity             | 4A                  | Administer data collection, assess progress towards benchmarks, provide stipend based on achieving goals  | Months 1-12 | Year 1       | Administrative Staff            | \$183,040 |
| 5. MATCH Sustainability Support         | 5A                  | Provide services to support the sustainability of MATCH, including but not limited to unlimited access to the Treatment Response Assessment for Children (TRAC) system for active and past cohorts.   | Months 1-12 | Year 1       | Administrative Staff            | \$20,000  |
| YEAR 1 SUBTOTAL                         |                     |   | Months 1-12 | Year 1       | Administrative & Training Staff | \$488,584 |

## TF-CBT Learning Collaborative Deliverables and Budget - Year 1

| Activity Category                       | Activity Subsection | Deliverable   | Due Date    | Project Year | Key Personnel                   | Cost      |
|---|---------------------|---|-------------|--------------|---------------------------------|-----------|
| 1. Implementation Pre-Work              | 1A                  | Produce and release Request for Qualifications, including creation of selection criteria  | Month 3     | Year 1       | Administrative Staff            | \$1,300   |
|   | 1B                  | Plan and facilitate Q&A call for applying agencies  | Month 3     | Year 1       | Administrative & Training Staff | \$1,450   |
|   | 1C                  | Select agencies to participate using predetermined selection criteria   | Month 3     | Year 1       | Administrative & Training Staff | \$1,800   |
|   | 1D                  | Develop and distribute Welcome Packet with expectations for participation to selected agencies  | Month 3     | Year 1       | Administrative Staff            | \$1,700   |
|   | 1E                  | Conduct pre-implementation readiness assessments with participating agencies  | Month 3     | Year 1       | Administrative Staff            | \$2,250   |
|   | 1F                  | Collaborate with agencies to engage and develop implementation team including clinicians, staff, and administrators                               | Month 3     | Year 1       | Administrative Staff            | \$10,625  |
|   | 1G                  | Develop and distribute pre-implementation organizational readiness reports to agencies  | Month 3     | Year 1       | Administrative Staff            | \$5,334   |
|   | 1H                  | Conduct pre-implementation virtual site visits  | Month 3     | Year 1       | Administrative & Training Staff | \$43,108  |
|   | 1I                  | Engage agency implementation teams in pre-implementation planning   | Month 3     | Year 1       | Administrative Staff            | \$5,667   |
|   | 2A                  | Prepare and deliver Learning Session 1 (including educational supplies and travel)  | Month 7     | Year 1       | Administrative & Training Staff | \$25,595  |
|   | 2B                  | Convene semi-monthly coordinator calls with liaisons at each participating agency   | Months 3-12 | Year 1       | Administrative Staff            | \$8,333   |
| 2. Active Implementation                | 2C                  | Assist agency implementation teams in developing implementation plans   | Months 3-9  | Year 1       | Administrative Staff            | \$9,333   |
|   | 2D                  | Provide 14 hours of TF-CBT training over 2 days (if in person, including educational supplies and travel), or 3 half days (if virtual)            | Month 5     | Year 1       | Administrative & Training Staff | \$32,405  |
|   | 2E                  | Conduct web-based consultation with agency implementation teams to review quarterly progress and inform implementation process                    | Months 5-12 | Year 1       | Administrative Staff            | \$7,636   |
|   | 2F                  | Host a senior leader call series to foster leadership at participating agencies and promote ongoing sustainability of TF-CBT                      | Months 6-15 | Year 1       | Administrative Staff            | \$4,266   |
|   | 2G                  | Provide clinical consultation calls to clinicians who completed TF-CBT training and are currently using TF-CBT in active cases                    | Months 6-12 | Year 1       | Training Staff                  | \$10,500  |
|   | 2H                  | Conduct active implementation readiness and progress assessments with participating agencies and report findings                                  | Months 6-12 | Year 1       | Administrative Staff            | \$7,333   |
|   | 2I                  | Develop and provide monthly implementation status reports   | Months 6-12 | Year 1       | Administrative Staff            | \$9,000   |
|   | 2J                  | Collaborate with agency implementation teams to develop additional data collection tools and modify TRACs needed to address identified data needs | Months 6-12 | Year 1       | Administrative Staff            | \$3,750   |
|   | 3A                  | Prepare and deliver Learning Session 2 (including educational supplies and travel)  | Month 8     | Year 1       | Administrative & Training Staff | \$25,595  |
|   | 3B                  | Facilitate and implement CQI process and establish tools to support agency implementation teams in developing CQI capacity                        | Months 8-12 | Year 1       | Admin & Training Staff          | \$4,200   |
|   | 3C                  | Assist agency implementation teams in developing sustainability plans   | Month 9-12  | Year 1       | Administrative Staff            | \$8,667   |
| 3. Quality Improvement & Sustainability | 3D                  | Provide specialized TF-CBT advanced training (including educational supplies and travel)  | Month 10    | Year 1       | Administrative & Training Staff | \$8,190   |
|   | 3E                  | Prepare and deliver Learning Session 3 (including educational supplies and travel)  | Month 11    | Year 1       | Administrative & Training Staff | \$25,595  |
|   | YEAR 1 SUBTOTAL     |   | Months 1-12 | Year 1       | Administrative & Training Staff | \$264,632 |

## MATCH Learning Collaborative Deliverables and Budget – Year 2

| Activity Category                       | Activity Subsection | Deliverable   | Due Date     | Project Year | Key Personnel                   | Cost      |
|---|---------------------|---|--------------|--------------|---------------------------------|-----------|
| 2. Active Implementation                | 2B                  | Convene semi-monthly coordinator calls with liaisons at each participating agency   | Months 13-18 | Year 2       | Administrative Staff            | \$2,834   |
|   | 2E                  | Conduct web-based consultation with agency implementation teams to review quarterly progress and inform implementation process  | Months 13-18 | Year 2       | Administrative Staff            | \$2,224   |
|   | 2F                  | Host a senior leader call series to foster leadership at participating agencies and promote ongoing sustainability of MATCH   | Months 13-18 | Year 2       | Administrative Staff            | \$3,037   |
|   | 2H                  | Conduct active implementation readiness and progress assessments with participating agencies and report findings  | Months 18    | Year 2       | Administrative Staff            | \$1,000   |
|   | 2I                  | Develop and provide monthly implementation status reports   | Months 13-18 | Year 2       | Administrative Staff            | \$4,320   |
|   | 2J                  | Collaborate with agency implementation teams to develop additional data collection tools and modify TRAC as needed to address identified data needs   | Months 13-18 | Year 2       | Administrative Staff            | \$1,800   |
| 3. Quality Improvement & Sustainability | 3B                  | Facilitate and implement CQI process and establish tools to support agency implementation teams in developing CQI capacity  | Months 13-18 | Year 2       | Admin & Training Staff          | \$3,080   |
|   | 3D                  | Certify clinicians who have completed MATCH training and have met MATCH certification requirements  | Months 13-18 | Year 2       | Training Staff                  | \$5,700   |
|   | 3F                  | Prepare and deliver Learning Session 3 (including educational supplies and travel)  | Month 13     | Year 2       | Administrative & Training Staff | \$17,461  |
|   | 3G                  | Provide supervisor consultation to ensure MATCH supervisors have the capacity to independently provide consultation and training in the MATCH protocol  | Months 13-18 | Year 2       | Training Staff                  | \$10,000  |
|   | 3H                  | Develop and provide final implementation report with pre-post analyses of organizational readiness, implementation performance, and outcomes  | Month 18     | Year 2       | Administrative Staff            | \$3,000   |
|   | 4A                  | Administer data collection, assess progress towards benchmarks, provide stipend based on achieving goals  | Months 13-18 | Year 2       | Administrative Staff            | \$183,040 |
| 5. MATCH Sustainability Support         | 5A                  | Provide services to support the sustainability of MATCH, including but not limited to unlimited access to the Treatment Response Assessment for Children (TRAC) system for active and past cohorts. | Months 13-18 | Year 2       | Administrative Staff            | \$10,000  |
| YEAR 2 SUBTOTAL                         |                     |   | Months 13-18 | Year 2       | Administrative & Training Staff | \$247,496 |
| PROJECT TOTAL                           |                     |   | Months 1-18  | ALL          | Administrative & Training Staff | \$736,080 |

## TF-CBT Learning Collaborative Deliverables and Budget - Year 2

| Activity Category                       | Activity Subsection | Deliverable   | Due Date     | Project Year | Key Personnel                   | Cost      |
|---|---------------------|---|--------------|--------------|---------------------------------|-----------|
| 2. Active Implementation                | 2B                  | Convene semi-monthly coordinator calls with liaisons at each participating agency   | Months 13-15 | Year 2       | Administrative & Training Staff | \$2,500   |
|   | 2E                  | Conduct web-based consultation with agency implementation teams to review quarterly progress and inform implementation process                      | Months 13-15 | Year 2       | Administrative Staff            | \$2,854   |
|   | 2F                  | Host a senior leader call series to foster leadership at participating agencies and promote ongoing sustainability of TF-CBT                        | Months 13-15 | Year 2       | Administrative Staff            | \$1,829   |
|   | 2G                  | Provide clinical consultation calls to clinicians who completed TF-CBT training and are currently using TF-CBT in active cases                      | Months 13-15 | Year 2       | Training Staff                  | \$4,500   |
|   | 2H                  | Conduct active implementation readiness and progress assessments with participating agencies and report findings                                    | Month 15     | Year 2       | Administrative Staff            | \$1,667   |
|   | 2I                  | Develop and provide monthly implementation status reports   | Months 13-15 | Year 2       | Administrative Staff            | \$4,500   |
| 3. Quality Improvement & Sustainability | 2J                  | Collaborate with agency implementation teams to develop additional data collection tools and modify TRAC as needed to address identified data needs | Months 13-15 | Year 2       | Administrative Staff            | \$1,875   |
|   | 3B                  | Facilitate and implement CQI process and establish tools to support agency implementation teams in developing CQI capacity                          | Months 13-15 | Year 2       | Admin & Training Staff          | \$5,133   |
|   | 3F                  | Develop and provide final implementation report with pre-post analyses of organizational readiness, implementation performance, and outcomes        | Month 15     | Year 2       | Administrative Staff            | \$3,000   |
| YEAR 2 SUBTOTAL                         |                     |   | Months 13-15 | Year 2       | Administrative & Training Staff | \$27,868  |
| PROJECT TOTAL                           |                     |   | Months 1-15  | ALL          | Administrative & Training Staff | \$292,500 |

**EXHIBIT C  
LEASED EMPLOYEE AFFIDAVIT**

**Please select one of the choices below.**

- ☒ The Agency will not be using an employee leasing arrangement and therefore is not obligated to complete the below Leased Employee Affidavit pursuant to **Section 13, Paragraph C.2.** of this Contract.
- ☐ The Agency will be using an employee leasing arrangement and therefore hereby executes the following affidavit:


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

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

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

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

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

  
\_\_\_\_\_  
Signature of Agency Representative  
RICHARD VOCCIO  
\_\_\_\_\_  
Printed Name

VP OF FINANCE  
\_\_\_\_\_  
Official Title  
12/13/2021  
\_\_\_\_\_  
Date