#### **CONTRACT**

**THIS CONTRACT** ("Contract"), effective as of the 1<sup>st</sup> day of January, 2021, is made by and between the **City of Orlando**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and Aspire Health Partners, Inc., hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

#### I. SCOPE OF WORK

The Contractor is to perform the work ("Work") set forth in the Contractor's proposal to the City ("Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

#### II. CONFIDENTIALITY

The Contractor acknowledges and agrees that the performance of the Work may require access to information and records of the City which may be exempt or prohibited from disclosure by law, including but not limited to victim information, home addresses of exempt individuals, witness names and identification, records related to on-going investigations, and other non-public information and records. Accordingly, prior to performing any Work under this Agreement, Contractor shall execute and enter into a Confidentiality and Non-Disclosure Agreement with the City in the form and content attached hereto as Exhibit "B" and incorporated herein by this reference. In addition, before any subcontractor of Contractor performs any work for Contractor related to this Contract, Contractor shall require such subcontractor to enter into a Confidentiality and Non-Disclosure Agreement with the City in the form and content attached hereto as Exhibit "B".

#### III. TERM OF CONTRACT

The term of this Contract shall commence on January 1, 2021, and end on December 31, 2021. Upon mutual written agreement of the parties, the term of this Contract may be extended for up to three (3) additional ninety (90) day periods.

#### IV. COMPENSATION

The Contractor agrees to perform the Work for the fee ("Fee") of Thirty Eight Thousand

Eight Hundred Sixty Seven and 17/100's Dollars (\$38,867.17) per month. Contractor acknowledges that the Fee is inclusive of all costs, fees, charges and expenses of any nature to perform the Work, except for transportation expenses of those clients who are willing to voluntarily obtain treatment but require transportation to an appropriate facility ("Transportation Expenses"). Transportation Expenses are limited to one round trip per patient resulting from a call for service to Contractor from the City. Such Transportation Expenses will be invoiced to the City at actual cost without markup. The Fee will be billed and invoiced to the City on a monthly basis in advance on or after the 1st of each month commencing January 1, 2021, together with any Transportation Expenses for the preceding month.

#### V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

# NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

#### VI. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor. If funds are not appropriated for a future fiscal period, Contractor shall be entitled to payment for all Work properly performed as of the date of termination of the Contract by the City.

#### VII. GENERAL CONDITIONS

#### A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against

any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

#### **B.** Termination for Default

The Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract or if the Contractor fails to perform any other provision of this Contract.

#### C. <u>Termination for Convenience</u>

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

#### D. Warranty

The Contractor warrants that the Work performed shall conform to professional standards of care and practice in Contractor's profession in effect at the time the Work is performed. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

#### E. <u>Time of Completion</u>

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified; provided, however, the Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any

delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the City.

#### F. Indemnification and Insurance

#### 1. <u>Indemnity</u>

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

#### 2. <u>Insurance.</u>

Prior to commencing any Work and at all times thereafter during the term of this Agreement, Contractor (and any of its subcontractors performing Work pursuant to this Agreement) shall maintain the following insurance policies to cover claims, liabilities, and damages arising from Contractor's and any of its subcontractors' activities: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence; and (iii) Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars

(\$1,000,000.00). The City shall be added as an additional insured to the CGL policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the City. Contractor shall provide to the City a copy of the applicable CGL insurance certificate(s) prior to any person entering upon the City property related hereto. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other contractors and subcontractors.

#### G. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

#### H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

#### I. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

#### J. <u>Information</u>

All reports, deliverables, information, and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City.

#### K. Extra Work

#### 1. Requested by City

The City, without invalidating this Contract, may request changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work request by the City shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

#### 2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the Chief Procurement Officer.

#### L. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

#### M. Notices.

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City: David Billingsley, CPSM, C.P.M

Chief Procurement Officer

City of Orlando

400 South Orange Avenue, 4th floor

Orlando, Florida 32891

Fax: (407) 246-2869

Phone: (407) 246-2368

Recipient: Christine Suehle

Aspire Health Partners, Inc.

1800 Mercy Drive

Orlando, Florida 32808

Phone: (407) 875-3700

Fax: (407) \_\_\_\_-

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission

#### VIII. MISCELLANEOUS PROVISIONS

A. Except for those subcontractors, if any, identified in Contractor's Proposal on Exhibit "A", the Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.

- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) IF THE CONTRACTOR HAS 1 through 4 of the Florida Statutes. **OUESTIONS** REGARDING THE APPLICATION **OF CHAPTER** 119. **FLORIDA** STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO **THIS** CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY **CITY** RECORDS@CITYOFORLANDO.NET, CLERK, **TELEPHONE NUMBER (407) 246-3538, 400 s. ORANGE AVE.,** ORLANDO, FL 32801.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects

- fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

\*

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
Date:
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

#### ASPIRE HEALTH PARTNERS, INC.

By:	_
Signature	
Name & Title, Typed or Printed	CORPORATE SEAL
Name of Company, Corp., etc.	_
Mailing Address	_
City, State and Zip	_
Area Code/Telephone Number	_
Email Address	
STATE OF FLORIDA }	
COUNTY OF }	
The foregoing instrument was acknowledged to online notarization, this day of	perfore me by means of $\square$ physical presence or $\square$ , 20, by
online notarization, this day of (name of person) authority, (e.g., officer, trustee, attorney in fact, etc.) f	for (type of type of type on behalf of whom instrument was executed).
	e of Notary Public – State of Florida pe, or Stamp Notary Name:
(Affix Notary Stamp or Seal Above)	
Personally Known or Produced Identification	
Type of Identification Produced	

## **EXHIBIT "A"**

### **CONTRACTOR'S PROPOSAL**

## **EXHIBIT "B"**

## **Confidentiality and Non-Disclosure Agreement**

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT COMPANY:

This Count double like and Nov Discharge Assessment ("Assessment") is settled:	
This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure Agreement ("Agreement") is entered in the confidentiality and Non-Disclosure ("Agreemen	
corporation ("City") and, a corporation exis	·
the State of, with its principal add	lress located at
, (the "Recipient").	
In consideration of the City agreeing to disclose, or allow disclosure of ("Confidential Information") of the City regarding the City's records, policies, proceeding with that certain contract ("Contract") between the City and Aspire ("Aspire") recording the City's Alternative Response Pilot Project offsetive	ractices and/or plans in re Health Partners, Inc.
("Aspire") regarding the City's Alternative Response Pilot Project effective	January 1, 2021, the
Recipient agrees as follows:	

- (1) <u>CONFIDENTIAL INFORMATION</u>. For purposes of this Agreement, subject to the exclusions set forth in Section (4) below, Confidential Information shall mean all information disclosed by or on behalf of the City, directly or indirectly to Recipient in relation to the performance of the Contract.
- (2) <u>PURPOSE/USE OF INFORMATION.</u> Recipient may use Confidential Information only in pursuance of performing the scope of work set forth in the Contract.
- (3) TERM. The term of this Agreement shall commence upon the Effective Date and shall continue in effect for the duration of the Contract, as may be extended. At the end of this Agreement, unless directed otherwise by the City, Recipient shall return any and all Confidential Information (and all copies thereof) in its possession to the City. If the City directs the Recipient to destroy rather than return any information, Recipient shall destroy such information and all copies and certify its destruction in writing to the City. Any Confidential Information remaining in Recipient's possession at the end of the term of this Agreement for any reason shall remain subject to all of the provisions of this Agreement so long as it remains in Recipient's possession.
- LIMITED USE AND DISSEMINATION. Unless otherwise expressly authorized in writing by the City, the City's Confidential Information may be disseminated by the Recipient only within the Recipient's own organization, and only to those employees of Recipient who reasonably have a need to know the Confidential Information to accomplish the purposes set forth above. The Recipient shall inform each of its employees having access to the Confidential Information of Recipient's obligations under this Agreement and require such employees' compliance with such obligations. The Recipient shall take reasonable measures to preserve the confidentiality of the City's Confidential Information in its possession which measures shall be no less than it uses for its own proprietary and confidential information. Notwithstanding the preceding, the City's Confidential Information may also be disseminated by the Recipient to subcontractors of Aspire performing work related to the Contract who have entered into a Confidentiality and Non-Disclosure Agreement with the City on substantially the same terms and conditions as this Agreement.
- (5) EXCLUSIONS. The restrictions on use or disclosure of Confidential Information contained in

Paragraph (4), above, do not extend to any item of Confidential Information which Recipient is required to disclose under applicable law or court order. Notwithstanding the preceding, to the extent allowed by law or court order, before making any use or disclosure of Confidential Information in reliance on any of the exclusions set forth above, the Recipient shall give the City thirty (30) days prior written notice, or such lesser period as permitted by law or court order, specifying the basis of the claimed exclusion from the restrictions and the information sought to be used or disclosed, in order to allow the City, in its discretion, to seek and obtain a protective order preventing the use or disclosure of such information. The Recipient shall provide the City with immediate notice of any proceeding seeking access to Confidential Information and immediate notice of any request to the Recipient for copies of Confidential Information made by any person or entity other than the City, Aspire, or a subcontractor of Aspire which has signed a Confidentiality and Non-Disclosure Agreement with the City.

- (6) <u>PUBLIC RECORDS</u>. Section 119.0701 of the Florida Statutes requires that requests to inspect or copy public records relating to a public agency, such as the City, must be made directly to the public agency. If however, the public agency does not possess the public record but a contractor does, that contractor must provide the records to the public agency or allow inspection or copy within a reasonable time. Recipient agrees to comply with public records laws, and to the extent applicable to Recipient comply with the obligations on contractors in Section 119.0701(2)(b) set forth below to:
  - a. Keep and maintain public records required by the public agency to perform the service.
  - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.

- (7) <u>COPIES</u>. Recipient agrees to keep the Confidential Information and all copies thereof secured and unavailable to anyone not authorized to view them by this Agreement; to keep the City informed upon the City's request of the locations of the Confidential Information and all copies; and to return to the City or destroy (as directed by the City) the Confidential Information and all copies once the purposes hereof have been accomplished or immediately upon the request of the City made at any time.
- (8) <u>NOTICE OF UNAUTHORIZED USE.</u> Recipient shall notify City immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Recipient will cooperate with City in every reasonable way to help City regain possession of any such Confidential Information and prevent its further unauthorized use and disclosure.
- (9) <u>HIPPA NOTICE</u>. If the Confidential Information contains HIPPA protected information, a HIPPA contract (Business Associate Agreement) will be required in addition this Agreement prior to Recipient accessing such information. If Recipient discovers that any HIPPA protected information is present in any Confidential Information provided to it, Recipient shall immediately notify the City and not access or view such records and Confidential Information until such time as a further agreement regarding access to HIPPA protected information can be entered into with the City in form and content acceptable to the City.
- (10) <u>REMEDIES</u>. The Recipient acknowledges that the City shall not have an adequate remedy in the event the Recipient breaches this Agreement and that the City will suffer irreparable damage and injury in such event, and the Recipient agrees that the City, in addition to any other available rights and remedies, shall be entitled to an injunction restricting the Recipient from committing or continuing any violation of the Agreement.
- (11) <u>SEVERABILITY</u>. If any provision of this Agreement shall, to any extent, be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.
- (12) <u>SUCCESSORS</u>. This Agreement shall be binding on the heirs, successors, representatives, and assigns of Recipient, and shall inure to the benefit of any successors, assigns and representatives of the City.
- (13) <u>GOVERNING LAW/VENUE</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue shall be in Orange County, Florida.

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IN WITNESS WHEREOF, the Recipient has caused this Agreement to be executed and delivered as of the date first written above. The signatory declares and avows the authorization to execute this document on behalf of recipient.

CITY OF ORLANDO, FLORIDA	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Community Redevelopment Agency of the City of Orlando, only.	
By: Chief Procurement Officer, City of Orlando	Deter	20
Chief Procurement Officer, City of Orlando	Date:	
DAVID BILLINGSLEY, CPSM, C.P.M. Name, Typed or Printed		
Date:, 20	ASSISTANT CITY ATTORNEY ORLANDO, FLORIDA	
Recipient Company Name:		
By:	_	
Name:	_	
Title:	_	
<b>D</b> .		