

**2023 MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND IMPOWER INC.**

This Memorandum of Understanding (“MOU”) is made and entered into this __1st__ day of __July__, 2023, by and between **SEMINOLE COUNTY** (“COUNTY”), a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, and **IMPOWER, INC.** (“AGENCY”), located at 111 W. Magnolia Avenue, Longwood, Florida 32750.

WITNESSETH:

WHEREAS, COUNTY wants to ensure that all residents can be assisted during and immediately after times of emergencies and natural disasters; and

WHEREAS, the COUNTY and AGENCY have partnered in the past to establish and provide counseling therapy, and reunification assistance to residents of Seminole County following an emergency or natural disaster; and

WHEREAS, COUNTY and AGENCY mutually desire to continue working together to allow AGENCY to serve as an option to use during Mental Health Services.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, COUNTY and AGENCY all intending to be legally bound, agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this MOU upon which the parties have relied.

Section 2. Responsibilities of Parties

(a) COUNTY agrees to the following:

(1) To provide direct communication with AGENCY prior to, or immediately following, a disaster to determine an activation timeline.

(2) To establish an assessment time for supervisory staff to determine levels of need.

(3) To provide a confidential and secure office for an AGENCY therapist to conduct assessment and support for individuals who have mental health issues related to the evacuation or results of the disaster.

(4) Participate in ongoing conferences with AGENCY staff to ensure clients are receiving the highest level of care possible in order to meet and/or exceed the need.

(b) AGENCY agrees to the following:

(1) To co-locate a trained MA/MSW/MHC therapist in an office at 400 W. Airport Blvd., Sanford, FL., 32773, 8:00am- 12:00pm and 1:00pm- 5:00pm on Wednesdays, each week or other mutually agreed upon schedules, following an emergency or natural disaster.

(2) Provide bio-psychological assessments, including mental status evaluations; treatment planning, individual and group counseling and case management services to any and all persons that are served or utilizing the above mentioned services as defined in pursuant to F.S. Chapter 394 (2022), as this statute may change from time to time.

(3) Participate in ongoing conferences with the COUNTY staff to ensure clients are receiving the highest level of care possible in order to meet or exceed the need.

(4) To provide at least one (1) trained therapist, but the COUNTY shall require more therapists if needed.

Section 3. Payment

COUNTY and AGENCY will negotiate in good faith to create and agree upon an annual, one (1) year Price Schedule for provision of services, as specified in Section 2 of this Agreement, at least one (1) month prior to the start of each hurricane season, that is prior to May 1 of each year for a term commencing June 1 of that year and ending May 31 of the following year. The Price Schedule for 2023-2024 is attached to this Agreement as Exhibit A. This Price Schedule is to be implemented each year in the form of a Letter Agreement similar to Exhibit A. Exhibit A and each subsequent one (1) year Letter Agreement is deemed to include all of the provisions specified in this MOU.

Section 4. Participation in Similar Activities. This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole County shall communicate and coordinate all such similar activities with the other party to this MOU.

Section 5. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU. AGENCY shall hold such liability insurance at all times during the existence of this agreement. AGENCY accepts full responsibility for identifying and determining the type and extent of liability insurance necessary for the provider and clients served under this agreement and shall furnish the Department with written verification showing the existence of the liability insurance coverage.

Section 6. Indemnification. AGENCY shall indemnify, defend and hold harmless the COUNTY from all claims, suits, judgments or damages, including attorneys' fees and costs arising out of any act, actions, neglects, or omissions by AGENCY, its agents or employees during the performance of this agreement. Nothing in this Agreement shall be construed as consent by COUNTY to be sued by third parties. COUNTY cannot indemnify the party to this agreement or

any third parties. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

Section 7. Notice. Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this provision:

As to Seminole County:

Alan Harris
Seminole County Office of Emergency Management
150 Eslinger Way
Sanford, FL 32773

As to AGENCY:

IMPOWER Inc.
111 W. Magnolia Avenue
Longwood, Florida 32750

Section 8. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this MOU in federal court.

Section 9. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents

of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

Section 10. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 11. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

Section 12. Public Records Law.

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2022), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services required under this MOU;

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2022), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), or as otherwise provided by law; and

(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.

(c) During the term and course of performance of this Agreement, the parties may disclose to or receive from each other certain information, regardless of whether communicated or received in oral, written, electronic, or any other form, that is considered confidential or exempt from public disclosure under Section 119.071, Florida Statutes (2022) or the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§ 1320d to 1320d-9 (2022), 45 C.F.R. Part 164 (2022), as all of these statutes and regulations may be amended from time to time (“Confidential Information”). Both parties agree to take all reasonable and necessary steps to ensure the confidentiality of all such Confidential Information is preserved. All Confidential Information must be marked or otherwise designated as Confidential and appropriately redacted. Any party receiving Confidential Information shall use not less than the same degree of care it uses for its own proprietary, confidential, or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use, or publication of Confidential Information. Confidential Information may neither be used nor allowed to be used by the receiving party for any purpose other than to facilitate the performance by it of its obligations under this Agreement. Confidential Information does not include: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure, is published or otherwise becomes available to the public through any means other than an act or omission of the receiving party; (iii) information that was previously known to the receiving party to be free of any obligation to keep it in confidence, or that is subsequently developed in good faith by the parties; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, a party may disclose Confidential Information if required to do so by applicable law, rule, or regulation, or a court or other governmental authority of competent jurisdiction, but such party shall provide the other party prior written notice of any such disclosure and exercise its best efforts to afford the other party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

Section 13. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

Section 14. Effective Date and Term. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties.

[Remainder of page left intentionally blank; signatory page to follow.]

IN WITNESS WHEREOF, COUNTY and AGENCY have caused this MOU to be executed, the agreement to become effective and operative with the date of execution of the last signature below.

IMPOWER, INC.

By: 
ANNA KESIC, Chief Executive Officer (CEO)

Date: 6/23/23

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
2023, regular meeting.

County Attorney

Attachment:
Exhibit A – Price Schedule

DWM/kly
6/22/2023
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EXHIBIT A

IMPOWER Inc. Price Schedule

<u>Service</u>	<u>Rate</u>
Individual Therapy	\$100 P/H
Group Therapy	\$100 P/H
Eye Movement Desensitization and Reprocessing Therapy (EMDR)	\$150 P/H
Assessment	\$175 P/H
15 Minute Psychiatric Medication Management	\$85.57
Psychiatric Assessment	\$342.29
Case Management	\$50.12 P/H