

**AGREEMENT BETWEEN BROWARD COUNTY AND OIC OF SOUTH FLORIDA, INC.
FOR HOSPITAL-GRADE CLEANING SERVICES
(#GEN2120612B1)**

This agreement for hospital-grade cleaning services (“Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and OIC of South Florida, Inc., an active nonprofit Florida corporation (“Contractor”), each a “Party” and collectively the “Parties.”

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator** means the director or deputy director of County’s Human Services Department or the director or assistant director of County’s Broward Addiction Recovery Division. The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement.
- 1.3 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4 **Director of Purchasing** means the head of County’s Purchasing Division as appointed by the Broward County Administrator.
- 1.5 **Disincentive Fees** mean the fees established pursuant to Article 12 of this Agreement for violations of service standards.
- 1.6 **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.7 **Project Manager** means the director of nursing of County’s Broward Addiction Recovery Division or such person designated by the Contract Administrator. The Project Manager coordinates and communicates with Contractor and manages execution and completion of the Scope of Services and the terms and conditions of this Agreement. The Parties may also rely on the instructions or determinations made by the Project Manager in the administration of this Agreement, but the Scope of Services may not be changed through such instructions and determinations except as otherwise provided in this Agreement.
- 1.8 **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, materials, consulting, training, project management, or other services specified in Exhibit A, Scope of Services.
- 1.9 **Service Areas** means the distinct areas in which Contractor provides the Services under this Agreement, as further described in Exhibit A, Scope of Services.

- 1.10 **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term “Subcontractor” includes all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Payment Rates
Exhibit C	Minimum Insurance Coverages
Exhibit D	Business Associate Agreement

ARTICLE 3. SCOPE OF SERVICES

- 3.1 Scope of Services. Contractor must perform all work identified in this Agreement, including without limitation the work specified in Exhibit A, Scope of Services. The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Contractor must comply with all obligations and responsibilities set forth in Exhibit A.
- 3.2 Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement begins on the date it is fully executed by the Parties and ends on September 30, 2022 (“Initial Term”), unless otherwise extended as permitted in this Agreement. The Contract Administrator will provide Contractor a Notice to Proceed before Contractor commences the cleaning services under this Agreement. Contractor must commence the cleaning services within fifteen (15) days after the Contract Administrator issues the Notice to Proceed.
- 4.2 Renewals. This Agreement may be renewed by the Parties for up to two (2) one-year terms (each a “Renewal Term”). County may exercise a Renewal Term by sending written notice to Contractor no less than thirty (30) days prior to the expiration of the then-current term.
- 4.3 Extensions. If unusual or exceptional circumstances, as determined at the sole discretion of the Director of Purchasing, render the exercise of a Renewal Term not practicable, or if no Renewal Term is available and expiration of this Agreement would, as determined by the Director of Purchasing, result in a gap in the provision of Services necessary for the

ongoing operations of County, then the Director of Purchasing may extend this Agreement on the same terms and conditions for periods not to exceed six (6) months in the aggregate ("Extension"), provided that any such Extension is within the authority of the Director of Purchasing or otherwise authorized by the Board. The Director of Purchasing may exercise the Extension by written notice stating the duration of the Extension period, which notice will be provided to Contractor no later than thirty (30) days prior to the end of the then-current term.

- 4.4 Renewal/Extension Rates and Terms. For any Renewal or Extension period beyond the Initial Term, Contractor will be compensated at the rates in effect when the renewal or extension was invoked by County, unless otherwise expressly stated in Exhibit B, Payment Rates. Contractor must continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such renewed or extended period.
- 4.5 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 4.6 Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement must be completed no later than the last day of the then-current term. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

- 5.1 County will pay Contractor an annual amount not to exceed Three Hundred Thousand Dollars (\$300,000) in accordance with Exhibit B, Payment Rates, for Services actually performed and completed under this Agreement. The estimated amount for each term of the Agreement is set forth in Exhibit B. For each term of the Agreement, Contractor accepts the amount paid in accordance with this section and Exhibit B as full compensation for all Services performed. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services required under this Agreement. All payments will be made as specified in Section 5.2.
- 5.2 Method of Billing and Payment.
- 5.2.1 Contractor may submit invoices for compensation monthly, by the fifteenth (15th) day of the next month following provision of the Services, but only after the Services for which the invoices are submitted have been completed. Each monthly invoice will be billed according to the hourly rate provided in Exhibit B. Invoices must be sent via email to: BARC_Invoices@broward.org. The final invoice must be received no later than sixty (60) days after expiration or earlier termination of

this Agreement. Invoices must indicate the Services performed and any other details as requested by the Contract Administrator.

- 5.2.2 County will pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and in accordance with instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment will be made to Contractor at the address designated in the Notices section.
- 5.2.3 If applicable, Contractor must pay Subcontractors and supplier within five (5) business days following receipt of payment from County for such subcontracted work. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection will be a material breach of this Agreement, unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amounts to the Subcontractor or supplier upon resolution of the dispute. Contractor must include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.
- 5.3 Reimbursable Expenses. Unless and except to the extent expressly required under this Agreement, Contractor will not be reimbursed by County for any expenses incurred under this Agreement.
- 5.4 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to Contractor to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or Contractor's failure to comply with any provision of this Agreement. The amount withheld will not be subject to payment of interest by County.
- 5.5 Subcontracting. Unless and until otherwise permitted by County, Contractor must not subcontract any portion of the Services required under this Agreement. If permitted by County to subcontract, Contractor must submit with each invoice a completed *Certification of Payments to Subcontractors and Suppliers* form in the format provided by the Contract Administrator.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

- 6.1 Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that

neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

- 6.2 Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.
- 6.3 Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.
- 6.4 Discriminatory Contractor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the discriminatory Contractor list as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Agreement term will remain, in compliance with Section 286.101, Florida Statutes.
- 6.5 Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which such person or entity will render Services. Contractor represents and warrants that the Services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such Services will equal or exceed prevailing industry standards for the provision of such services.
- 6.6 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

- 6.7 Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations and warranties of Contractor stated in this article. County will be entitled to recover any damages it incurs to the extent any such representation or warranty is false. In addition, if any such representation or warranty is false, County will have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from the compensation due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.
- 6.8 Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 6.9 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor will be liable for all costs incurred by County due to the termination.
- 6.10 Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors will not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.
- 6.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Administrative Code, Contractor represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

ARTICLE 7. INDEMNIFICATION

Contractor must indemnify, hold harmless, and defend County and all of County's current, former, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor must, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld must not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

- 8.1 For the duration of the Agreement, Contractor must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C, Minimum Insurance Coverages, in accordance with the terms and conditions of this article. Contractor must maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2 Contractor must ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.
- 8.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Contractor must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 8.4 Contractor must ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by the Contract Administrator. Contractor or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and concurrently provide County with a copy of its updated Certificates

- of Insurance evidencing continuation of the required coverages. Contractor must ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.
- 8.5 Contractor must ensure that all required insurance policies are issued by insurers: (i) assigned an A.M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (ii) authorized to transact insurance in the State of Florida; or (iii) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 8.6 If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, County will be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article must provide primary coverage and will not require contribution from any County insurance, self-insurance or otherwise, which will be in excess of and not contribute to the insurance required and provided by Contractor.
- 8.7 Contractor must declare in writing any self-insured retentions or deductibles over the limits prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor will be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.
- 8.8 Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies.
- 8.9 Contractor must require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor must ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.
- 8.10 If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor must not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor must provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

- 8.11 If any of the policies required under this article provide claims-made coverage: (i) any retroactive date must be prior to the effective date of this Agreement; (ii) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (iii) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Contractor must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will be effective on the termination date stated in the written notice provided by County, which termination date will be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience and will be effective thirty (30) days after such notice of termination for cause is provided and Contractor will be eligible for compensation provided in Section 9.4 as its sole remedy.
- 9.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:
- 9.2.1 Contractor’s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or
- 9.2.2 By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement.
- 9.3 Notice of termination will be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.

- 9.4 If this Agreement is terminated for convenience by County, Contractor will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 9.1.
- 9.5 In addition to any right of termination stated in this Agreement, County will be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.
- 9.6 Force Majeure. If the performance of this Agreement, or any obligation provided in this Agreement, is prevented by reason of hurricane, earthquake, pandemic, epidemic, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, will be excused from such performance to the extent of such prevention, provided that the Party so affected will first have taken reasonable steps to avoid and remove such cause of nonperformance and will continue to take reasonable steps to avoid and remove such cause, and will promptly notify the other Party in writing and resume performance under the Agreement whenever such cause is removed; provided, however, that if such nonperformance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event will have the right to terminate this Agreement upon written notice to the Party so affected. This section must not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor must include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds will comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2 Contractor has been designated as the most reasonable source to provide the Services required in this Agreement. Although no CBE goal has been set for this Agreement, County encourages Contractor to give full consideration to the use of CBE firms to perform work under this Agreement.
- 10.3 If subcontracting is permitted under this Agreement, the Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract will not preclude County or its representatives from inquiring into allegations of nonpayment.

ARTICLE 11. MISCELLANEOUS

- 11.1 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor in connection with performing Services will be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, becomes the property of County and must be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor must ensure that the requirements of this section are included in all agreements with its Subcontractors.
- 11.2 Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor must:
- 11.2.1 Keep and maintain public records required by County to perform the Services under this Agreement;
- 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If Contractor keeps and maintains the public records, Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor

must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County will refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, SCOOPER@BROWARD.ORG, 2200 SW 45 STREET, SUITE 101, DANIA BEACH, FLORIDA 33312.

11.3 Audit Rights and Retention of Records. County will have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors must keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor must make same available in written form at no cost to County.

Contractor and its Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection under this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit must be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor must ensure that the requirements of this section are included in all agreements with its Subcontractors.

- 11.4 Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents will act as officers, employees, or agents of County. Contractor will not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 11.5 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred in accordance with County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a Party to this Agreement.
- 11.6 Third-Party Beneficiaries. Neither Contractor nor County intends to benefit a third party directly or substantially by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 11.7 Notices and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and is effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward Addiction Recovery Division
Attn: Jack Feinberg, Director
325 SW 28th Street
Fort Lauderdale, Florida 33315
email address: jfeinberg@broward.org

FOR CONTRACTOR:

OIC of South Florida, Inc.
Attn: Newton B. Sanon, President/CEO
3407 NW 9th Avenue, Suite 100
Oakland Park, Florida 33309
Email address: nsanon@oicsfl.org

- 11.8 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right

or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

- 11.9 Conflicts. Neither Contractor nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons must not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section will not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.
- 11.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.
- 11.11 Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 11.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 11.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

- 11.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.
- 11.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 will prevail and be given effect.
- 11.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 11.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor. However, the Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the annual compensation awarded to Contractor or waive any rights of County.
- 11.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment,

agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 Payable Interest.

11.19.1 Payment of Interest. County will not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection will not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

11.21 Living Wage Requirement. If Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and must pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and Contractor must fully comply with the requirements of such ordinance. Contractor must ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.22 Use of County Logo. Contractor must not use County’s name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

ARTICLE 12. DISINCENTIVE FEES

12.1 To ensure that County receives quality performance and Services necessary to ensure safe and sanitized facilities, County may deduct Disincentive Fees from the monthly amounts payable to Contractor. The Parties agree that the Disincentive Fees bear a reasonable relationship to the value, or lack thereof, of the overall Services provided under this Agreement. The Disincentive Fees will not be construed as a penalty because they reflect

the diminished value of the Services received by County and will not be imposed in the event the Service failure results from factors outside Contractor's responsibility or control. Contractor acknowledges and agrees that the Disincentive Fees are fair and reasonable and waives any and all challenges and legal defenses to the validity of any Disincentive Fee, including that the Disincentive Fees are void as penalties. The imposition of a Disincentive Fee will not operate to limit or otherwise affect County's rights under this Agreement, or at law or in equity, for Contractor's breach of this Agreement, or as a limit on County's damages for any breach except for those enumerated below. Disincentive fees will be in addition to, and not in limitation of, any and all other remedies provided in this Agreement or otherwise available. The categories of violations of service standards subject to Disincentive Fees are as follows:

12.1.1 Safety and Security Violation. The Disincentive Fee for a safety and security violation is One Hundred Dollars (\$100) for each occurrence. Violations under this section include, but are not limited to, the following:

- (a) A janitorial closet is left open and unattended or unlocked.
- (b) A janitorial cart is left unattended or staged in a public area that has not been approved for such use.
- (c) Permitting substances or materials to remain in the Service Areas that may pose slipping or tripping hazards to the public (such as, but not limited to, floor mats that are not flattened, wet floors not properly barricaded, or spills that have been reported but not properly addressed).
- (d) Overflowing janitorial trash bins operated by Contractor's staff in areas accessible to the public or Service Areas.

12.1.2 Staffing and Attendance. The Disincentive Fee for not providing staffing as outlined in an approved service plan, as further detailed in the Scope of Services, is One Hundred Dollars (\$100) for each occurrence. Violations under this section include, but are not limited to, the following:

- (a) Failure of Contractor's staff to report to a designated shift (namely, no-shows).
- (b) Contractor staff arrives ten (10) or more minutes late for a designated shift on three (3) or more occasions in any service month.

12.1.3 Lack of Staff Presence or Personal Cell Phone Use. The Disincentive Fee for lack of staff presence in the Service Areas or cell phone use for personal matters, as further described in this section, is One Hundred Dollars (\$100) for each occurrence. Violations under this section include, but are not limited to, the following activities by:

- (a) Contractor's staff not (i) in their assigned work areas, (ii) ready to begin work at the start of their shifts, or (iii) properly equipped to provide the contracted Services.

- (b) Contractor's staff hiding themselves instead of performing his or her assigned duties.
- (c) Contractor's staff using their cell phone for personal reasons while on duty.

The prohibited activities above apply only to Contractor's staff who are providing Services under this Agreement and are not on a scheduled break during the time of the prohibited activity.

12.1.4 Excessive Disincentive Fee Violations. An Excessive Disincentive Fee Violation will be deemed to occur when Contractor receives six (6) or more violations for the same category of service standards in any sixty (60) day period. The Disincentive Fee for Excessive Disincentive Fee Violations is One Thousand Dollars (\$1,000) for each occurrence. For example, the sixth (6th) violation within a sixty (60) day period for violation of the same category of service standards will be One Thousand Dollars (\$1,000), as will the seventh (7th), eighth (8th), and so on for so long as there are more than five (5) violations of the same category of service standard in any sixty (60) day period.

12.2 County will provide email notice to Contractor of each violation. The notice will include the time, place, description of the violation and photographs, if available. Contractor will have three (3) business days after the date of County's email to provide a response by email. Failure of Contractor to respond within this time period will be deemed an admission that the violation occurred. Contractor's response, if any, will be evaluated by the Contract Administrator, to determine whether the violation did occur, and will be upheld or withdrawn in his or her sole discretion. Disincentive Fees incurred will be deducted from subsequent invoice payments due to Contractor or refunded by Contractor to County, as County elects.

ARTICLE 13. END OF AGREEMENT REVIEW

No fewer than ten (10) days prior to the expiration or early termination of this Agreement, Contract Administrator and Contractor will perform a walk-through inspection of the facilities to review cleanliness of the facilities. If the cleanliness level of the facilities is below the requirements of this Agreement, as reasonably determined by the Contract Administrator, County will provide Contractor written notice of the deficiencies. If Contractor does not bring the cleanliness level of the facilities to the Agreement's standards prior to expiration or early termination of this Agreement, County reserves the right to perform, or have performed, all necessary work to bring the cleanliness level of the facilities to the standards established in this Agreement and Contractor must reimburse County for all expenses incurred within fifteen (15) days of written demand from County or, at County's sole option, the costs may be deducted from any payments due Contractor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____ 2021, and Contractor, signing by and through its President/CEO, duly authorized to execute same.

COUNTY

ATTEST:

Broward County, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Steven Geller, Mayor

_____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Karen S. Gordon 8/25/2021
Karen S. Gordon (Date)
Senior Assistant County Attorney

KSG/bh
OIC-BARC-CleaningSvcs-FY21-a01
4/20/21; 8/20/21
60064

AGREEMENT BETWEEN BROWARD COUNTY AND OIC OF SOUTH FLORIDA, INC., FOR HOSPITAL-
GRADE CLEANING SERVICES FOR THE BROWARD ADDICTION RECOVERY CENTER
(#GEN2120612B1)

CONTRACTOR

WITNESSES:

OIC of South Florida, Inc.

Jean-Claude Toussaint
Signature

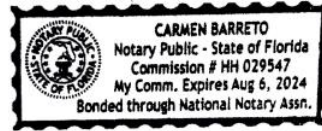
By: Newton B. Sanon
Newton B. Sanon, President/CEO

Jean-Claude Toussaint
Print Name of Witness above

23rd day of August, 2021

Robin Humphries-Watson
Signature

Robin T. Humphries-watson
Print Name of Witness above



(Corporate Seal or Notary)

EXHIBIT A – SCOPE OF SERVICES

I. GENERAL

A. Introduction

County's Broward Addiction Recovery Division ("BARC") facilities operate twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year across four (4) treatment facilities: BARC Central (Detox), Booher (Residential), Mills (Outpatient), and Carver Ranches (Outpatient). The purpose of this Agreement is to provide hospital-grade cleaning and disinfection services at the facilities identified in this Agreement (as amended) in accordance with industry standards and as outlined in this Agreement. Provision of these Services promotes a healthy and safer environment for County staff and the clients served.

The secondary purpose of this Agreement is to provide training and employment opportunities to adult residents of Broward County who have experienced barriers to employment. There is a primary focus on the high unemployment and low-income areas of Broward County, residents with nonviolent and nonsexual criminal infractions, and residents with disabilities. County will benefit by having more self-sufficient and productive residents with quality self-help skills and employment opportunities.

B. Location/Schedule

1. Service Location:

Broward Addiction Recovery Center (BARC), Central Facility
325 SW 28th Street
Ft. Lauderdale, Florida 33065

2. Service Hours:

24 hours a day, 7 days a week

3. Contractor must coordinate staff to be available during the service hours above, not to exceed County's preapproved hours of staff time per day.

4. The service location and service hours above are subject to change as needed and as agreed upon between Contractor and County.

C. Phase-In Period

1. During the period between the effective date of this Agreement and the date Contractor receives the Notice to Proceed, Contractor must:

a) Coordinate and attend a start-up meeting with BARC staff no later than five (5) business days after the Agreement is executed by the Parties. The meeting will include a walk-through of the facility to ensure that the scheduling of activities in conjunction with BARC's day-to-day operations and janitorial services is fully understood.

EXHIBIT A – SCOPE OF SERVICES

- b) Immediately initiate the process to obtain any security identification, clearances, and County issued contractor badges for all its staff performing Services under this Agreement.
 - c) Schedule an on-site orientation between the Parties' managers and key personnel.
 - d) Provide to the Contract Administrator and the Project Manager for review and approval a schedule of proposed staffing by shift and Service Areas to cover all Services under this Agreement ("Service Plan"), which plan must be provided by Contractor no less than five (5) business days after the Agreement is fully executed. Additionally, Contractor must provide the Service Plan to the Contract Administrator and the Project Manager no less than five (5) business days after the Agreement is renewed annually.
 - e) Finalize the Service Plan and weekly cleaning checklists with the Project Manager.
 - f) Provide a copy of its training list and employment program guidelines to the Project Manager for review prior to beginning any work and annually upon renewal of this Agreement.
2. Prior to commencement of any Services under this Agreement, County will provide one (1) orientation class to Contractor's lead staff that further explains BARC's operations and a personal introduction to BARC's key managers and staff.

II. CLEANING STANDARDS

Contractor must furnish, at no additional cost to County, all necessary labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals, and supervision necessary for the coordination, administration, and execution of the contracted Services at the service locations identified in this Agreement. Contractor acknowledges that County does not require a specific brand of supplies, cleaning solutions, or equipment; however, County reserves the right to review Contractor's proposed cleaning equipment and materials. If the selected equipment or materials do not, in County's sole opinion, provide effective sanitation or cleanliness, County may require alternate cleaning equipment or materials at no additional cost to County.

The minimum cleaning standards are as follows:

A. Color Coding

Use a different colored or a different kind of microfiber cloth for restroom cleaning to prevent cross contamination in other areas.

B. Wet Mopping

Clean floor using water and detergent or disinfectant in the following manner:

EXHIBIT A – SCOPE OF SERVICES

1. Work from clean areas to dirty areas
2. Fill a plastic basin with cleaning solution
3. Place microfiber pads to soak in basin
4. Take a clean pad from the basin and attach to mop head
5. Remove pad when soiled and set aside for laundering
6. Soiled microfiber pads must be changed at the end of the day
7. Never shake mops
8. No double dipping of cloths

C. Hand Hygiene

1. Clean hands by using either handwashing (washing hands with soap and water), antiseptic hand wash, or antiseptic hand rub.
2. Clean hands (as indicated above) prior to donning gloves, before touching items in the client's environment.
3. Clean hands as indicated above immediately after removing gloves.
4. Change gloves and clean hands (as indicated above) if gloves become damaged, gloves become visibly soiled following a task, and when moving from a soiled site to a clean site or when another clinical indication for hand cleaning occurs.
5. Carefully remove gloves to prevent hand contamination.
6. Do not wear dirty gloves outside of the room. If Contractor staff must leave the room after starting a room clean, staff must remove gloves, clean hands (as indicated above), and put a new pair of gloves on to resume cleaning.

D. Greet Clients

1. Knock on the door and ask for permission to enter the client's room.
2. Greet the client and state the purpose for entering the room.
3. Remind the client about the wet floors after mopping. Thank the client before leaving the room.

E. Environmental Safety Equipment

1. Contractor is responsible for selecting the appropriate personal protective equipment ("PPE") to sufficiently reduce exposure to hazards.
2. PPE includes items that protect the eye, face, hand, and body and includes items that provide respiratory and hearing protection.

EXHIBIT A – SCOPE OF SERVICES**F. Cleaning Chemicals**

1. Contractor must use cleaning solutions proven to kill hepatitis A, HIV, fungi, bacteria, and other viruses such as human coronavirus (i.e., COVID 19).
2. Contractor must limit cleaning solutions to a list of chemicals preapproved by County.
3. Contractor must develop and implement procedures to ensure its staff use chemicals in accordance with the instructions of the chemical manufacturers.
4. Prior to providing Services under this Agreement, Contractor must furnish to the Project Manager copies of the Material Safety Data Sheets (“MSDS”) for all products to be used for review and approval by County’s Risk Management Department. Contractor must provide updated copies of the MSDS on an annual basis. Any time a new chemical or cleaning product is introduced into the facility, Contractor must provide a copy of that product’s MSDS to the Project Manager for approval prior to the product being used.
5. County reserves the right to obtain samples and conduct independent testing of chemicals to verify product effectiveness and the accuracy of the MSDS that contains information on the potential hazards (health, fire, reactivity, and environmental) of a chemical and how to work safely with the chemical product.

III. SERVICE AREAS TO BE CLEANED

County will meet with Contractor’s staff quarterly to discuss or revise cleaning plans add/or remove Service Areas or equipment to be cleaned. County will provide Contractor a weekly cleaning checklist noting Service Areas to be cleaned by Contractor as follows:

A. Occupied Client Rooms

Contractor must ensure its staff conduct the following preparations and cleaning services DAILY, unless otherwise noted below:

1. Before entering room:
 - a) Clean hands
 - b) Don appropriate personal protective equipment (PPE)
 - c) Greet clients, if clients are present
 - d) Place wet floor sign in front of door
2. Clean and disinfect the client’s room using disinfectant cleaner and cleaning rags
3. Change rag as needed to ensure saturation
4. Clean and make up the client’s bed as follows:
 - a) Remove soiled linen

EXHIBIT A – SCOPE OF SERVICES

- b) Raise and wipe down arm rails
 - c) Wipe foot of bed
 - d) Wipe call box or phone, if present, in the room
 - e) Discard rag after cleaning the bed and use a clean rag for the next item to be cleaned
5. Move clockwise from the door and sanitize all equipment as follows:
- a) Soiled linen hamper lid
 - b) Biohazard can
 - c) Overbed table must be cleaned as follows:
 - (1) Wipe surface and any shelves
 - (2) Open and wipe all panels and compartments
 - (3) Clean mirror, if present
 - (4) Wipe legs and base
 - d) Client chairs
 - e) Bedside tables must be cleaned as follows:
 - (1) Wipe down top and sides of the table
 - (2) Open and wipe inside of drawers
 - f) All other easily accessible wall mounted equipment
6. Restock room supplies and linens

B. Discharged Client Rooms

The following cleaning services must be conducted DAILY upon client discharge, unless otherwise noted below:

- 1. Place wet floor sign in front of door
- 2. Change room status to “in-progress”
- 3. Clean hands and put on gloves as required in this Scope of Services
- 4. Remove all soiled linen from room and place in hampers
- 5. Remove any client belongings from the room per procedure
- 6. Check room for previous client’s belongings (bathroom, room, and bathroom cabinets). Take any items to the nursing station.

EXHIBIT A – SCOPE OF SERVICES

7. Perform high dusting with a damp microfiber cloth for all areas above shoulder height. This includes but is not limited to the television (cabinet, screen, and wires).
8. Clean and disinfect the client's bed using disinfectant cleaner and cleaning rags. Raise foot and head of bed before starting. Clean the following bed items:
 - a) Handrails
 - b) Mattress – top and bottom
 - c) Pillows – place cleaned pillow back on mattress
 - d) Wipe down foot and headboard
 - e) Exposed frame, springs, and bed panels
 - f) Base and wheels
 - g) Call box/buttons or phone, if present
 - h) Wipe exposed bed frame, springs, and bed panels
 - i) Lower head and foot of mattress to horizontal
 - j) Replace any removed bed items such as pillows
 - k) Discard rag after cleaning the bed and use a clean rag for the next item to be cleaned
9. Move clockwise from the door and sanitize all equipment and high-touch areas, skipping the restroom as follows:
 - a) TV/DVD remote, if present
 - b) Blood pressure cuff, if present
 - c) Biohazard can
 - d) Step stool, if present
 - e) Overbed (tray) table including surface, any shelves, all panels and compartments, mirror (if present), legs, and base
 - f) Bedside tables including top/sides, inside/outside of drawers, mirror (if present), legs, and base
 - g) Client chairs
10. Restock supplies/linens. Do not overstock rooms.
11. Make up bed with fresh linens. The style of bed makeup will depend on location.
12. Do a final check for room cleanliness.

EXHIBIT A – SCOPE OF SERVICES

13. Do a final maintenance check for repairs that may be needed. Notify the designated supervisor and the nursing station of any such repairs.

C. Equipment Specific Cleaning Instructions

If present in Service Areas, equipment must be cleaned according to the standards set forth below. When wiping down surfaces, use disinfectant and designated colored microfiber cloth unless specified differently in the instructions below. Contractor acknowledges that electrical equipment must be cleaned in accordance with the manufacturer's instructions. Equipment includes, but is not limited to, the following:

1. Blood pressure (BP) cuffs – standard:
 - a) Wipe off cuff, cord, and ball
 - b) Wipe off BP meter
 - c) Place cuff in BP basket
2. Blood pressure cuffs – reusable or disposable:
 - a) Remove cuff
 - b) Wipe off BP meter
 - c) Place disposable cuff in trash
 - d) Place reusable cuff in collection bin in soiled utility room
3. Linen hamper:
 - a) Wipe down frame and cover, if present
 - b) Allow the hamper to air dry before replacing bag
4. Overbed table:
 - a) Wipe surface and any shelves
 - b) Open and wipe all panels and compartments
 - c) Clean mirror, if present
 - d) Wipe legs and base
5. Client chair/recliners:
 - a) Wipe the entire surface of the chair
 - b) Wipe arm, seat, back rest, and back
 - c) Open/recline chair up to its fullest
 - d) Extend and clean trays, if present
 - e) Wipe in all grooves/hinged areas

EXHIBIT A – SCOPE OF SERVICES

6. Examination tables:
 - a) Extend and clean trays, if present
 - b) Wipe all surfaces including seat, arms, backrest, sides, and footrest
7. Privacy curtain:
 - a) Inspect privacy curtain for stains and replace as needed
 - b) Soiled or removed curtains must be placed in the designated laundry bin to be sent out for cleaning
8. Trash cans:
 - a) Wipe outside of container
 - b) Wipe inside of container
 - c) Wipe wall behind container
 - d) Replace any bags – do not leave extra bags in bottom of container
9. High dusting (damp dusting) must be performed on a weekly basis. Using a damp microfiber cloth, wipe all furnishings and fixtures, if present.

D. Additional Service Areas

The following areas may require servicing on an as needed basis and as agreed upon in writing by County and Contractor. These areas must be cleaned according to the standards and specifications set above and without additional compensation from County. County reserves the right to add or change Service Areas when in the best interest of County:

1. Triage Rooms (1st Floor) – Clean beds, examination tables, chairs, recliners, and related equipment.
2. Detox Treatment Rooms (2nd Floor) – Clean beds, examination tables, chairs, recliners, and related equipment.
3. MAT Area (1st Floor) – Clean beds, examination tables, chairs, recliners, and related equipment.
4. Client Holding Bays (1st Floor) – Clean beds, examination tables, chairs, recliners, and attached equipment.
5. Nonspecific tasks: Contractor may be asked to perform miscellaneous activities as directed by the Contract Administrator using Contractor's staff on shift. These activities may include but are not limited to: Emergency cleaning preparations, spills, urgent cleaning requests, preparing an area for new clients or cleaning an area after space has been vacated.

EXHIBIT A – SCOPE OF SERVICES

6. Contractor's janitorial closets, equipment, and utility/isolation carts must be kept clean at all times.

IV. SERVICE STANDARDS

The Contractor must maintain the following service standards:

A. Staff Hiring

1. Contractor must recruit candidates for employment who meet the eligibility criteria in accordance with Contractor's employment program and as follows:
 - a) Broward County residents who reside in the Broward Municipal Services District (BMSD) and economically distressed areas in Broward County with an unemployment rate of 15% or higher, who meet one or more of the following criteria:
 - (1) Have a household income less than \$ 36,273
 - (2) Have a documented disability
 - (3) Have an infraction on their record that is nonviolent or not a sexual offense in nature
 - b) Broward County residents who exhibit a ninth grade reading level with the ability to read, comprehend, and follow instructions, including but not limited to MSDS safety labels and chemical hazards.
2. If Contractor is unable to fully hire staff who meet the eligibility criteria, Contractor must submit to County the justification and documentation for departing from the established criteria. Contractor must provide such justification and documentation to County for review and approval prior to beginning any work under this Agreement. Additionally, the Contract Administrator may, at County's sole discretion, grant approval for staff recruitment in other areas within Broward County.
3. Contractor must maintain the following hiring standards:
 - a) Contractor must provide copies of eligibility and background screenings to the Project Manager for approval prior to beginning work under this Agreement.
 - b) Contractor must collaborate with and receive referrals from other nonprofit organizations and the Broward Sheriff's Office (BSO) for consideration in hiring.
 - c) Contractor must collect and maintain documentation required to demonstrate that its staff meets the eligibility criteria, including background checks, proof of eligibility to work in the United States, proof of disability, proof of income (including tax return and pay stubs), and proof of residency in Broward County.

EXHIBIT A – SCOPE OF SERVICES**B. Scheduling of Work**

1. Contractor must maintain staff schedules and ensure adequate staff coverage at the service locations during the agreed upon times. Contractor acknowledges that its staff – in the aggregate – must not work in excess of the contracted daily limit of twenty-four (24) hours per day. Contractor must not invoice County for any excess hour(s) beyond the agreed upon maximum of twenty-four (24) hours per day.
2. Contractor must maintain a group of available on-call trained staff daily. On-call staff must be available to report to site within one (1) hour of the designated start time and must work the entire shift.
3. Contractor must coordinate work schedules and shifts with the Project Manager.
4. Contractor must not commence nonroutine work in any Service Area until:
 - a) The proposed work has been coordinated with and approved by the Contract Administrator or Project Manager.
 - b) All required security and safety measures and temporary markings are in place.
5. Contractor must ensure that its staff delegated management responsibility are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement.
6. County reserves the right to designate specific cleaning times for Service Areas when deemed necessary for operations. County may give written notice of a change, addition, or deletion of any specific service time. Upon notification by County, Contractor must adjust its Service Plan accordingly and submit a revised Service Plan to the Project Manager within no less than five (5) days of receipt of the written notice. Additionally, County may submit to Contractor's on-duty staff a one-time work request within a Service Area, which request will not require a revised Service Plan from Contractor.
7. The lack of scheduling or staff will not relieve Contractor of its obligations to provide the Services required in this Agreement.

C. Assigned Space

1. County will designate and assign storage areas, as determined appropriate in County's sole discretion, where Contractor may store its cleaning equipment and supplies ("Assigned Space").
2. Assigned Space must be used solely for delivering the Services. Any personal property placed in an Assigned Space will remain the property of Contractor or its staff and are placed in such spaces at the risk of Contractor and its staff.

EXHIBIT A – SCOPE OF SERVICES

3. Contractor must arrange for frequent replenishment of supplies to maintain stock in the Assigned Space used for storage. Contractor must store its supplies, materials, and equipment in the spaces designated.
4. Contractor must keep all Assigned Spaces clean of all rubbish and debris and must maintain the Assigned Space in a neat and clean condition at all times. Contractor, at its sole expense, must properly dispose of all surplus materials, supplies, and garbage. Floors must be clean and mop buckets and sinks must be free of scum and build up. All Assigned Spaces must be cleaned at the end of each work shift. Assigned Spaces will be subject to inspection by County at any time.
5. All Assigned Spaces visible to, or in areas accessible by, the public must be kept closed and locked. No materials or equipment may be stored or temporarily left unattended in restrooms or other spaces accessible to the public.
6. Soiled, oily, or dripping wet cleaning rags must not be stored in Assigned Space or on County property.
7. All chemicals, solutions, or other liquids must be stored in their proper containers with the lid or top properly secured and correctly marked with United States Environmental Protection Agency (“EPA”) approved labels, including all warnings and antidote requirements. Contractor must not use handwritten, makeshift, or unprofessional labels.

D. Inspections

1. The Contract Administrator will designate and authorize one (1) or more County employees as inspectors (“Inspectors”) to inspect and monitor the performance and progress of the Services.
2. The Inspector will conduct random inspections of the Service Areas to review Contractor’s compliance with the performance standards established in this Agreement. Any deficiencies will be brought to Contractor’s attention for immediate corrective action.
3. Contractor must designate a member of its staff to participate in joint inspections of each Service Area.
4. The Contract Administrator or Project Manager will have authority to suspend the performance of Services until any Service issues are addressed.
5. The Contract Administrator or Project Manager may request Contractor to remove any of Contractor’s staff from performing Services if it is determined that the staff is violating the terms and conditions of this Agreement.
6. The Project Manager or Inspector will communicate minor deficiencies to Contractor’s staff for immediate correction and report overall deficiencies to Contractor via email or telephone.

EXHIBIT A – SCOPE OF SERVICES

7. The Inspector, Project Manager, or Contract Administrator will not act as a foreperson or supervisor for Contractor and will not interfere with Contractor's supervision or direction of its staff. However, should there be a safety concern or a situation that requires immediate attention to protect the safety of staff or the public, and Contractor's designated supervisor is present or available, the Contract Administrator, Project Manager, or Inspector may provide directives in order to protect the safety of those on the premises.

E. Incident Reporting

Contractor must immediately notify the Contract Administrator of any accidents or incidents arising from the performance of the Services under this Agreement that involve bodily or property injury.

F. Contractor's Staff Attendance

1. Contractor must assign its personnel to specific Service Areas to perform the Services and must identify each staff's assigned work areas on a monthly assignment chart. Contractor must provide the monthly organizational chart to the Project Manager, no later than 7 a.m. on the last Monday of the preceding month. The chart must include all staffs' assignments and break times. Contractor must update the monthly organizational chart to reflect changes in staffs' work assignments or break times.
2. Contractor's staff must be in their assigned work areas, properly equipped, and ready to begin work at the beginning of their shifts and must remain in their assigned work areas during the entire work shift, exclusive of scheduled breaks.
3. Contractor's staff must not eat or take breaks within their assigned work areas. Scheduled breaks must be in designated break areas.
4. Contractor must schedule shift changes and stagger employee breaks (as necessary) to maintain uninterrupted staff coverage. The foregoing notwithstanding, Contractor must ensure that its staff does not leave any Service Area unattended for more than fifteen (15) minutes. Contractor acknowledges that this fifteen (15) minute allowance includes shift changes.
5. Cleaning Frequencies:
 - a) Contractor will be solely responsible for the cleanliness of the Service Areas at all times. Contractor must complete the Services as required in this Agreement.
 - b) If Contractor fails to complete the Services in compliance with this Agreement, or if in the opinion of the Contract Administrator Contractor's work methods are not adequate to ensure completion of the Services as scheduled, the Contract Administrator may direct Contractor, at no additional cost to County,

EXHIBIT A – SCOPE OF SERVICES

to revise the Service Plan and/or use additional personnel to ensure completion of the work in a timely manner.

G. Contractor's Staff Conduct

1. Contractor is responsible for maintaining and enforcing satisfactory standards of its staff's conduct including, but not limited to, competency, courtesy, appearance, honesty, and integrity.
2. Contractor's staff must conduct themselves in a safe, professional, and orderly manner at all times while on County Property.
3. Except as otherwise authorized in this Agreement, Contractor and its staff are expressly prohibited from taking pictures or videos while on the premises. Furthermore, neither Contractor nor its staff may photograph any BARC client, in any manner, without the express approval of County and the client's written consent.
4. The Contract Administrator may require that Contractor prohibits staff from performing any Services under this Agreement following a determination by the Contract Administrator that the employee committed a breach of these standards or were in neglect of duty.

H. Damage to County's Property and Equipment

1. Contractor will be responsible for the repair or replacement of any items damaged from, relating to, or in connection with its delivery of the Services under this Agreement.
2. Contractor will be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper connection or disconnection of equipment.
3. Contractor must submit to the Project Manager a written report detailing any incident resulting in damages and the extent of the damage. The written report must be provided no less than twenty-four (24) hours following Contractor's damage to property or equipment.
4. Contractor must promptly report to the Project Manager, upon discovery, any needed repairs to the facility, furnishings, fixtures, mechanical equipment, or any other mishap or malfunction, including but not limited to soap dispensers, paper towel dispensers, and other restroom dispensers.
5. If Contractor fails to repair or replace any damaged items, County reserves the right to repair and replace, or cause the repair and replacement, and Contractor will be responsible for all costs incurred by County. Contractor must pay all costs incurred by County no less than fifteen (15) days after the written demand from County for payment of the costs incurred. If Contractor does not remit payment to County within the fifteen (15) days, County may deduct the costs from any payment due Contractor or seek repayment as available at law or in equity.

EXHIBIT A – SCOPE OF SERVICES**I. Special Service Requests**

1. Contractor acknowledges that, as a condition to entering into this Agreement, it must respond to special service requests that includes emergency calls to Contractor from County as described below, special events, weather-related cleanup, or other unforeseen circumstances, which services will be at no additional cost to County.
2. For purposes of this Agreement, emergency calls are calls from County to Contractor in which County requests additional Services due to a condition or failure that has created or has the potential to create an immediate danger to persons or property. Contractor must respond immediately to all emergency calls and must provide and use proper safety gear, signage, and barricades to ensure the safety of its staff and the public.
3. Contractor must respond, with all appropriate equipment and requested personnel, to the site of the emergency within fifteen (15) minutes of the call from County when Contractor's staff are already onsite and within forty-five (45) minutes of the call when Contractor's staff are not onsite.
4. If a lockdown or shelter-in-place event is activated, Contractor must continue to staff the facility to continue the provision of the Services during the lock-down or shelter-in-place event. The number of staff and coverage required during a County emergency activation or shelter-in-place event will be determined by County.

J. Fire Prevention and Protection Reporting

Fire prevention and protection of County property is essential. Contractor must be knowledgeable and provide appropriate training to its staff in the proper methods of fire prevention (including storing and handling flammable liquids), reporting a fire, and evacuating the building.

K. Staff Training

1. Training Records:
 - a) Training records must document, at a minimum, each staff's name, date of employment, and the type and date of each training class attended.
 - b) Training records must be available for inspection upon request. The Contract Administrator or Project Manager may review and require updates or additional content of the training classes.
2. Training Subjects:

Contractor must ensure its staff providing the Services under this Agreement are appropriately trained to provide the Services in a manner that meets or exceeds industry standards.

EXHIBIT A – SCOPE OF SERVICES**3. Training Materials:**

It is Contractor's responsibility to provide all training materials. County may, at its sole option, make additional training materials, scripts, and training equipment available for Contractor's use; provided, however, the provision of training materials will not relieve Contractor of its obligation to provide training. County provided training materials and scripts, if any, will remain the sole and exclusive property of County and may not be removed.

L. Labor Summary Report

1. Contractor must submit a monthly labor summary report with each monthly invoice.
2. The labor summary report must identify actual and total hours worked each week by each of Contractor's staff and include the assigned task category identified as routine or special projects (i.e., supervisory, County emergency activation, etc.).
3. Detailed supporting documents verifying the information in the Labor Summary Report must be maintained and include staff's name, payroll identification number, hours worked, pay rate, and gross pay.
4. Contractor, as required in Section 11.4, Audit Rights and Retention of Records, of this Agreement, must retain the Labor Summary Report and all detailed supporting documents.

M. Uniforms

1. Contractor's staff must be dressed in a uniform approved by the Contract Administrator. Contractor must supply all uniforms at no additional cost to County.
2. No advertising or slogans are to be printed on Contractor's staff's uniforms.
3. All Contractor's staff must have Contractor's company name affixed to the upper left chest area in a permanent or semi-permanent manner such as a badge, patch or monogram that is visible and obvious.
4. The uniform must meet or exceed all safety related standards.

N. Waste Disposal Standards

1. Contractor must dispose of all trash and other waste generated in the course of performing the Services under this Agreement.
2. Contractor must collect all trash from all Service Areas and deposit in the designated trash disposal areas during the course of cleaning. There are dumpsters on the property for garbage disposal.
3. If trash is stockpiled for reduced frequency of trips to the designated areas, the stock piling must be done for no more than one (1) hour.

EXHIBIT A – SCOPE OF SERVICES

4. All trash carts must be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Service Areas must be prevented at all times.
 5. Contractor will be responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of trash carts or other equipment.
 6. All trash collection containers must be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.
 7. Contractor must manage and dispose of all chemical wastes and other restricted wastes in compliance with all local, state, and federal laws and regulations at Contractor's sole cost and expense.
 8. Solid wastes that contain no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site trash receptacles or dumpsters. Recyclable materials must be collected and disposed as required in this Agreement. No waste materials or effluent may be discharged outdoors or to County's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable.
- O. Environmentally Preferred Products**
1. County is committed to providing sound environmental stewardship, protecting human health, reducing operating expenses associated with the use of hazardous materials, and reducing the potential liability to County. The commitment also reflects utilizing environmentally preferable purchasing initiatives and products. "Environmentally Preferred" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the potential employee health and environmental effects of a product.
 2. Contractor is encouraged to utilize Environmentally Preferred products and purchasing initiatives; provided, however, all products used by Contractor must avoid physical and health hazards. The use of chemical products that contain solvent-based additives require prior approval of the Contract Administrator.
- P. Environmental Health and Safety Regulations Compliance**
1. Contractor must ensure compliance with all federal, state, and local health, safety, and environmental regulations in accordance with the terms of the Agreement. This includes compliance with OSHA requirements under the Hazard Communication Standard, and the EPA Resource Conservation and Recovery Act ("RCRA"). Chemical storage on site must be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training. Contractor must provide, at the onset of this Agreement, a detailed plan that

EXHIBIT A – SCOPE OF SERVICES

addresses safe and proper storage of chemicals, spill response, and secondary containment that will be utilized.

2. County prefers use of concentrated products that are diluted by Contractor on site. Concentrated packaging systems may be used to dilute and dispense a wide variety of concentrated cleaning solutions, from general purpose cleaners and glass cleaners to floor cleaners and restroom cleaners. However, when more practical and reasonable under the circumstances, Contractor may use concentrated cleaning products that are packaged in “ready to dispense” (“RTD”) or other appropriate dilution systems.

V. PERFORMANCE MEASURES

A. Contractor must meet the following Performance Measures:

1. A minimum of 70% of Contractor’s staff performing under this Agreement must meet the eligibility criteria provided in this Agreement.
2. 100% of Contractor’s staff must receive the minimum training identified in this Scope of Services prior to beginning any work.
3. Contractor must pass a minimum of 90% of cleaning inspections conducted by County.

B. The cleaning equipment, product specifications, and standards of performance contained within this Scope of Services are the minimum requirements to perform acceptable hospital-grade cleaning services. Lack of staff or equipment will not be accepted as a reason for failure to perform.

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EXHIBIT B - PAYMENT RATES**1. Rates**

Unless otherwise expressly provided, the rates specified in this Exhibit B will be in effect for the entire term of the Agreement, including any renewal or extension term. Any goods or Services required under this Agreement for which no specific fee or cost is expressly stated in this Exhibit will be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit.

2. Modification to Service Areas or Services

If County makes modifications to the Service Areas or the Services in accordance with Exhibit A that impact Contractor's actual costs in providing the Services, the following procedures must be followed:

- a. If the modifications require a rate increase due to an increase in Contractor's actual costs in providing the modified Services, the rate increase is subject to negotiation between County and Contractor and will require an amendment to the Agreement.
- b. Contractor acknowledges that, if County is not satisfied with the results of the negotiations, County may procure services through a new solicitation or any other means of its choosing.

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EXHIBIT B - PAYMENT RATES**Table 1 - Payment Rates**

Description	Initial Term 1	First Optional Renewal Term	Second Optional Renewal Term
Hourly Rate	\$28.50	\$29.35	\$30.18
Estimated Hours Per Day (Not to Exceed*)	24 hours	24 hours	24 hours
Estimated Hours Per Month	730 hours	730 hours	730 hours
Estimated Monthly Cost	\$20,805	\$21,425.50	\$22,031.40
Estimated Annual Cost	\$249,660	\$257,106	\$264,376.80

***Any additional hours exceeding the aggregate staff hours of twenty-four (24) hours per day will require express written approval from County.**

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EXHIBIT C – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Project: Cleaning Services for BARC Facilities
Agency: Broward Addiction Recovery Center

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	3 years \$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Chouhall
 ccounal@broward.org
 cm-gounal@broward.org
 2019.12.20 13:56:47 -0500
 Risk Management Division

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND
BUSINESS ASSOCIATE OIC OF SOUTH FLORIDA, INC.**

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and OIC of South Florida, Inc., with its principal office located at 3407 NW 9th Avenue, Suite 100 Oakland Park, Florida 33309 (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Definitions

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPHI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

Section 2: Effective Dates

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the “Effective Date”).

Section 3: Confidentiality

3.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

3.2 If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

Section 4: Obligations and Activities of Business Associate

Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

- d. Use PHI to provide data aggregation activities relating to the operations of County; and
- e. Deidentify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to reidentify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (i) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENTAccess of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.11 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 or HIPAA Laws.

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference;
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals; and
- c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

Mitigation of Breach

4.17 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.18 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.19 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.21 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

Available Books and Records

4.22 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 5: Obligations of County

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

Section 6: Term and Termination

6.1 The term of this BAA shall be effective upon execution by all Parties and shall terminate upon the later of (i) expiration or earlier termination of the Agreement, or (ii) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County;
- b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
- c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

6.3 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.4 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

Section 7: Miscellaneous

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

[Remainder of Agreement Intentionally Left Blank]

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND OIC OF SOUTH FLORIDA, INC.

WHEREAS, the Parties have made and executed this Business Associate Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same, and OIC of South Florida, Inc., signing by and through its President/CEO, duly authorized to execute same.

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry, County Administrator

Print Name

_____ day of _____, 2021

Signature

Approved as to form by
Andrew J. Meyers Broward
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Print Name

By: Karen S. Gordon 8/25/2021
Karen S. Gordon (Date)
Senior Assistant County Attorney

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND OIC OF SOUTH FLORIDA, INC.

BUSINESS ASSOCIATE

OIC of South Florida, Inc.

By: Newton B. Sanon

Name: Newton B. Sanon

Title: President and CEO

23rd day of August, 2021

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of August, 2021, by Newton B. Sanon, as President/CEO, of the OIC of South Florida, Inc.

Personally Known OR Produced Identification

Type of Identification Produced _____

Carmen Barreto

Print Name Carmen Barreto

Notary Public, State of Florida

Commission No. HH 029547

Commission Expires: Aug. 6, 2024

