

**AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
FOR FUNDING ASSISTANCE FOR DRIVER SAFETY AND EDUCATION PROGRAM**

Agreement #24-CP-CSA-0073-01

This agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and The School Board of Broward County, Florida, a school board ("Provider"), each a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Florida Legislature, through the Dori Slosberg Driver Education Safety Act (the "Act"), has authorized a board of county commissioners to require, by ordinance, that the clerk of court collect additional funds with each civil traffic penalty to fund driver education programs in public and nonpublic schools.
- B. The Board of County Commissioners of Broward County has enacted an ordinance creating the Broward County Driver Education Safety Trust Fund in accordance with the Act, which provides for the administration and disbursement of the funds.
- C. Funding given to Provider has been found and declared to be for a County and public purpose by the Broward County Board of County Commissioners.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Clients** means individuals served under this Agreement as more fully described in Exhibit D-1, Scope of Services.
- 1.4. **Contract Adjustment** means a funding adjustment or other change that may be executed, on behalf of County, by the Human Services Department Director or Deputy Director as authorized in this Agreement.
- 1.5. **Contract Administrator** means the Director or Deputy Director of the Broward County Human Services Department; or the Director of the division administering the Agreement as specified in Exhibit A, Agreement Specifications.

- 1.6. **Contract Manager** means the Human Services Department staff person who coordinates and communicates with Provider and who manages and supervises Provider's performance of the Scope of Services and the terms and conditions of this Agreement.
- 1.7. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Broward County Code of Ordinances.
- 1.8. **HSD** means the Broward County Human Services Department.
- 1.9. **HSSS** means the Human Services Software System, the client services management system, or any other participant information collection and data exchange system designated by County.
- 1.10. **Initial Term** means the initial contracted period identified as the "Initial Term" in Exhibit A, Agreement Specifications.
- 1.11. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, Agreement Specifications.
- 1.12. **Provider Handbook** means HSD's manual for service providers that contains performance measures, standard practices, required forms, and other requirements for service delivery and contractual compliance, which is incorporated into this Agreement by reference, as may be amended from time to time by County.
- 1.13. **Repository** means HSD's repository under County's Evaluation and Planning Section. The repository address is identified in the Provider Handbook.
- 1.14. **Services** means all work required of Provider under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in Exhibit D-1, Scope of Services.
- 1.15. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Provider, regardless of tier.

ARTICLE 2. TERM OF AGREEMENT

- 2.1. Term. This Agreement begins and ends on the dates specified in Exhibit A, Agreement Specifications, unless otherwise terminated as provided in this Agreement. County's Contract Administrator may renew this Agreement for up to two (2) one-year Option Periods, as specified in Exhibit A. The Contract Administrator must notify Provider of renewal in writing no less than five (5) business days prior to the expiration of the then-current term of the Agreement, provided that the Option Period will not be effectively exercised if Provider objects to the exercise of the Option Period prior to the date on which the Option Period will begin. The term of the Agreement includes the Initial Term, Option Period(s), and any extension(s) of the Agreement.
- 2.2. Continuity of Services. If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not

possible, or if no Option Period is available and expiration of the Agreement would result in a gap in the provision of Services, then upon the Board's approval of funds, the term of this Agreement may be extended by the HSD Director or Deputy Director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.

2.3. Contingencies for Renewal. County's decision to exercise an Option Period will be contingent upon, but not limited to, the following:

- 2.3.1. Continued demonstrated and documented need for the Services or priority area of funding;
- 2.3.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;
- 2.3.3. Demonstrated financial stability by Provider;
- 2.3.4. The availability of funds from County in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes; and
- 2.3.5. Appropriation of funds by the Board.

The Contract Administrator, in their sole discretion, will determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising County's option to renew or extend this Agreement for any subsequent renewal or extension period.

ARTICLE 3. SCOPE OF SERVICES

- 3.1. Provider must provide all Services specified in Exhibit D-1 for each program funded by this Agreement and must meet the required outcomes in accordance with Exhibit D-2 and any applicable Contract Adjustment. The Scope of Services is a description of Provider'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 Services described that exclusion would render Provider's performance impractical, illogical, or unconscionable.
- 3.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site/location listed in Exhibit D-1 or applicable Contract Adjustment at least thirty (30) days prior to such change, in accordance with the "Notices" section of this Agreement. No such opening, closing, or relocation may occur without County's prior written consent, which consent will not be unreasonably withheld.
- 3.3. Organizational Profile. Provider must submit a completed Organizational Profile, as defined in the Provider Handbook, to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward. Provider must update its Organizational Profile and submit it with Provider's first invoice for the then-current term of the Agreement. The Organizational Profile will be used for collecting data for a countywide resource inventory to support coordinated health education and human services planning annually in Broward County.

ARTICLE 4. COMPENSATION

- 4.1. Maximum Funding. County will pay Provider an amount not to exceed the amount specified in Exhibit A, Agreement Specifications, for Services performed and completed under this Agreement, which amount will be accepted by Provider as full compensation for all such Services. Provider acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Provider for its Services under this Agreement. This maximum amount, however, does not constitute a limitation upon Provider's obligation to perform all Services required by or which can be reasonably inferred from the Scope of Services. No amount will be paid to Provider to reimburse its expenses, unless otherwise expressly required in this Agreement.

County funding under this Agreement relates exclusively to the Initial Term, and County is not obligated to fund Provider beyond the Initial Term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended in accordance with Article 2, the maximum amount payable by County must not exceed the amount specified for each period in Exhibit A, except as provided below in the "Maximization of Return on Expenditure of County Funds" section, or otherwise appropriated by the Board.

- 4.2. Reduction of Funds. If Provider underutilizes County funds, the Contract Administrator has the authority to reduce the maximum funding allocated under this Agreement. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

- 4.3. Maximization of Return on Expenditure of County Funds.

4.3.1. Mid-Term Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum annual funding, in the aggregate, under this Agreement up to ten percent (10%) of the Agreement amount for that fiscal year. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

4.3.2. Program Allocations and Payment Schedules. The Contract Administrator has the authority to adjust the allocation of maximum funding between any particular program or service category funded under this Agreement and the payment schedules throughout any term of this Agreement. Such adjustment may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider. When applicable, the Contract Adjustment must include corresponding revisions to the maximum units of service and minimum number of Clients to be served.

- 4.3.3. Renewal Funding Adjustments. Adjustments to maximum renewal funding and corresponding revisions to the maximum units of service and minimum number of Clients to be served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Contract Adjustment signed by the HSD Director or Deputy Director and Provider.
- 4.3.4. Third-Party Grant-Funded Agreements. If this Agreement is funded in whole or in part by a grant from a third party and does not provide contingent renewal funding amounts, the HSD Director or Deputy Director may, upon the Board's annual acceptance of the grant funds and approval of the allocation to Provider, execute a Contract Adjustment to provide funding for the applicable Option Period. The Contract Adjustment may include corresponding revisions to the maximum units of service and minimum number of Clients to be served. All other terms and conditions of the Agreement remain in full force and effect.
- 4.4. Contract Adjustments. The Contract Administrator is authorized to increase or decrease the maximum funding allocated to Provider to maximize County's return on expenditure of its funds as expressed in this Agreement. Such adjustments must be made by the HSD Director or Deputy Director and Provider in accordance with this article.
 - 4.4.1. Any Contract Adjustment for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and Provider, using the Contract Adjustment form attached to this Agreement as Exhibit F.
 - 4.4.2. Any Contract Adjustment increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and Provider only after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director. The authority granted in the "Mid-Term Funding Adjustments" section will not apply to Board-approved funding increases referenced in this section.
 - 4.4.3. All Contract Adjustments must contain, at a minimum, the following information and requirements:
 - 4.4.3.1. A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served);
 - 4.4.3.2. A reference to this Agreement under which the adjustment is authorized;
 - 4.4.3.3. Any other additional instructions or provisions relating to the Services; and
 - 4.4.3.4. Be sequentially numbered, dated, and signed by the Parties.
- 4.5. Method of Billing and Payment. Subject to the provisions in this article, County will pay Provider monthly for units of service delivered, invoiced, and documented as specified in Exhibit D-1, Scope of Services, and in any applicable Contract Adjustment. The total

number of units of service to be billed during each term of this Agreement must not exceed the units specified in Exhibit D-1 and any applicable Contract Adjustment.

- 4.5.1. Required Match. In order to meet Provider's match requirement, County will pay Provider at the unit price specified in the Agreement, any applicable Contract Adjustment, and in Exhibit D-1, for only nine (9) out of ten (10) units of service delivered, invoiced, and documented unless otherwise indicated in Exhibit A, Agreement Specifications. The tenth (10th) unit will count toward Provider's match requirement. Provider's match requirement may be satisfied by either units of service or in-kind services that are dedicated to, and utilized solely for, its service obligations under this Agreement. The use of in-kind services may be approved by the Contract Administrator following Provider's submission of a written certification that all in-kind services utilized to meet the required match requirements are limited to the performance obligations of this Agreement and satisfy the service requirements described in Exhibit D-1. Provider must submit monthly, with its invoice, documentation that accurately details all of the in-kind services utilized to meet its match requirements for the previous month.

This section 4.5.1. is inapplicable to this Agreement.

- 4.5.2. Client Copayment for Services. If Client's copayments are required as indicated in Exhibit A, Provider must assess the Client's income and impose copayments in accordance with the Copay Schedule found in the Provider Handbook.

This section 4.5.2. is inapplicable to this Agreement.

- 4.5.3. Performance. At the end of each quarter, County will reduce Provider's payment by three percent (3%) ("Reduction") for any program in which attainment of one (1) or more outcomes was more than five percent (5%) below the specified indicator(s). The Reduction will be applied to the net payment amount for the third (3rd) month, after calculation of the required match, but before any disallowed units or repayments from any other months are applied.

At the end of each term, County will also apply this Reduction to Provider's final invoice if Provider does not serve the minimum number of unduplicated Clients as required in Exhibit D-1, Scope of Services.

If Provider does not submit an invoice in the third (3rd) month of a quarter because all funding authorized in this Agreement has been depleted, the Reduction will be based on the previous month's net payment, and Provider must pay the Reduction amount to County within thirty (30) days after County's written request for repayment. If County finds that Provider's Outcome Report contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

- 4.5.4. If this Agreement is funded in whole or in part by a grant from a third-party funder and either (i) the funder denies any of County's requests for payments under this Agreement as an ineligible expenditure, or (ii) the funder requests the return of

any funds that have been paid erroneously to Provider (collectively, "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by Provider. If there is no longer an invoice from which to deduct the Ineligible Amount, Provider must, within ten (10) days after receiving notice from County, return to County the funds that the funder has declined to reimburse or has requested to be returned.

- 4.5.5. Cost Reimbursement. Where the reimbursement rate is the actual monthly cost of operating expenses, Provider must prepare a detailed line-item budget of such expenses and submit same to County for approval prior to execution of this Agreement. Provider's line-item budget must not exceed the maximum amount(s) specified in each Exhibit D-1, Scope of Services, and must include only allowable expenses as listed in the Provider Handbook. Upon approval by County, Provider's line-item budget will be incorporated by reference into this Agreement. If this Agreement is renewed or extended, Provider must submit to County for approval no later than sixty (60) days prior to the end of the then-current term a detailed line-item budget for the renewal or extension period.

Provider acknowledges that the expenses reimbursable by County are specified in the Provider Handbook. Provider must specify in each invoice the amount of expenses incurred and submit supporting documentation to County to corroborate each expense. Expenses must be accounted for in accordance with generally accepted accounting principles, not unlawful under Applicable Law, and not precluded from allowability by any other provision of this Agreement.

This section 4.5.5. is inapplicable to this Agreement.

- 4.5.6. Invoice Requirements and Due Dates.

- 4.5.6.1. Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation monthly on or before the date specified in Exhibit E, Required Reports and Submission Dates. If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section will be in the form of a report provided through County's designated HSSS or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may apply a payment reduction to Provider on any invoice submitted to County after the due date specified in Exhibit E that results in County receiving a financial penalty from the third-party funder because of the late submission by Provider. The reduction will be in an amount equal to the financial penalty received by County.

- 4.5.6.2. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Provider must reimburse County, as described in the “Corrected Invoices” section, for any units that do not comply with this requirement that were previously billed and paid during any term of this Agreement.
 - 4.5.6.3. The Contract Administrator may authorize manual billing if Provider lacks access to such designated system through no fault of Provider, as determined by the Contract Administrator in their sole discretion.
 - 4.5.6.4. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments (unless otherwise provided in this Agreement) at the rate of one-quarter (1/4) of the applicable unit rate if Provider has provided the unit of service as defined in Exhibit D-1.
- 4.5.7. Corrected Invoices.
- 4.5.7.1. If Provider determines that it has previously incorrectly billed and been reimbursed for a period within the current term of the Agreement, Provider must include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which Services were rendered and must be received by County no later than (i) ninety (90) days after the date the invoice being corrected was originally due to County, or (ii) forty-five (45) days after the end of the then-current term of the Agreement, whichever is earlier. Provider must resubmit the original supporting documentation and submit the revised supporting documentation along with a completed “Required Services Documentation” form as provided in the Provider Handbook, unless the Contract Administrator has in writing provided alternative documentation requirements. The invoice including the corrections must be accompanied by a cover letter signed by Provider’s authorized signatory summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the error.
 - 4.5.7.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current term of the Agreement, Provider must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the term of this Agreement in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

- 4.5.7.3. County must pay Provider within thirty (30) days after receipt of Provider'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 (i) on the forms prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the HSD Director or Deputy Director. Payment may be withheld for failure of Provider to comply with a term, condition, or requirement of this Agreement. Further, County may deduct from any outstanding invoice any monies due from Provider under this Agreement.
- 4.5.7.4. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.
- 4.5.7.5. The certification statement on the monthly invoice submitted by Provider must be signed by an authorized person as referenced in Exhibit B-1, Authorized Invoice Signatories. If it becomes necessary for Provider to replace signatories, a copy of the authorizing resolution or legislation as passed by Provider's Board of Directors or Trustees or equivalent must be submitted to the Contract Manager, along with replacement Exhibit B-1 and Exhibit B-2 (Certification of Empowerment), within ten (10) days after replacement of the signatories.
- 4.5.8. If Provider has been authorized under the "Subcontracting" article of this Agreement to use Subcontractors, or if Provider uses any suppliers of materials for the provision of the required Services, Provider acknowledges the requirements in the "Subcontracting" article of this Agreement, including requirements pertaining to payments to Subcontractors and suppliers.
- If applicable, Provider must submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached to this Agreement as Exhibit C. If payment has not been made to the approved Subcontractor or the supplier, the certification must be accompanied by a copy of the notification sent to each Subcontractor and supplier listed in item 2 of the form explaining the good cause why payment has not been made.
- 4.6. Suspension of Payment. County, through its Contract Administrator in their sole discretion, may, in writing, suspend payments to Provider if Provider does not comply with material terms of this Agreement, including, but not limited to, submission of

correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. The Contract Administrator may also increase allowable retainage or withhold progress payments if Provider fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due on any suspended payments.

- 4.7. Payer of Last Resort. Provider represents to County that no other reimbursement or payment is available or will be received by Provider for any Services invoiced to County, and County has relied upon that representation. Provider must ensure that funding under this Agreement will not supplant any existing programs or resources and is used as funding of last resort. This Agreement specifically excludes (i) payments for Services eligible to be covered by Medicaid, Medicare, or other third-party funding source ("Third-party Funding Source"); (ii) any fee collected; (iii) non-County reimbursement; or (iv) compensation of any kind, including in-kind compensation received from any Client (collectively, "Third-party Payments"). Provider will bill and pursue collection of all available Third-party Payments and Client payments for Services rendered prior to billing County for any such Services.

4.7.1. If County pays Provider for a service to a Client who was not eligible for coverage from a Third-party Funding Source at the time of billing but who later becomes eligible ("Third-party Certified") and Provider receives payments from the Third-party Funding Source for the same unit of service, then Provider will deduct the amount paid by County ("County Payment") on its next invoice immediately following its receipt of payment from the Third-party Funding Source. If there are no invoices from which to deduct the Third-party Payment, Provider must reimburse County in the amount of the County Payment within thirty (30) days after Provider's receipt of payment from the Third-party Funding Source.

4.7.1.1. Provider will note in the Client's file the date upon which a Client became Third-party Certified.

4.7.1.2. Provider must keep accurate and complete records of Third-party Payments for any service covered by this Agreement, and Provider must make all of these records available to County upon demand.

4.7.1.3. Provider must report and deduct the full amount of Third-party Payments from Provider's invoices within thirty (30) days after Provider's receipt of the Third-party Payments.

4.7.2. In Emergency Conditions, as defined in Section 15.24 of this Agreement, County may waive Provider's obligation to bill and pursue collection of Third-party Payments and Client payments for Services rendered to Disaster Evacuees (as defined in Section 15.24) under this Agreement.

Provider must keep accurate and complete records of Services rendered that are covered by Third-party Payments for Clients served and must make these records

available to County at the end of the Emergency Conditions or upon demand, whichever occurs first.

Sections 4.7.1. and 4.7.2. are inapplicable to this Agreement.

- 4.8. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased under this Agreement and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD Director's or Deputy Director's prior written approval. If Provider files for bankruptcy or dissolution, voluntary or involuntary; if Provider becomes insolvent; or if this Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from this Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) days after written request by the Contract Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.
- 4.9. All payments will be made solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider are specified in Exhibit A, Agreement Specifications. Provider may change any of the information provided under this section by providing written notice of the change to the Contract Administrator using the notice procedure under the "Notices" section of this Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) days after such change.
- 4.10. As a condition of funding under this Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of this Agreement. If Provider exhausts County's funds under this Agreement prior to the end of any term of this Agreement, Provider is obligated to provide the same level of service to Clients as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

Provider must comply with the HSSS requirements outlined in the Provider Handbook.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REPORTING REQUIREMENTS

Provider must comply with the Monitoring, Records, Reports and other Reporting requirements outlined in the Provider Handbook.

ARTICLE 7. TERMINATION

- 7.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, Provider'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.

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 any other instance, termination for cause may be 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. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience in accordance with Section 7.2 effective thirty (30) days after such notice was provided and Provider will be eligible for the compensation provided in Section 7.2 as its sole remedy.

- 7.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Provider of such termination in accordance with this section. 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 this Agreement is terminated by County in accordance with this section, Provider will be reimbursed or 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, and County will have no further obligation to pay Provider for Services under this Agreement.

Additionally, the HSD Director or Deputy Director is authorized to terminate this Agreement if Provider closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determines that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director 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' advance written notice. The notice procedures and other requirements set forth in this section will apply to this right to terminate.

- 7.3. Notice of termination must 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.

- 7.4. In addition to any termination rights stated in this Agreement, County is entitled to seek any and all available contractual or other remedies available at law or in equity.
- 7.5. Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason, Provider must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the Services provided under this Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of Services in a manner that causes minimal disruption to the continuity of Services.

ARTICLE 8. SUBCONTRACTING

- 8.1. Provider is subcontracting if Provider engages a third party including, but not limited to, individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the Services, in whole or in part, required by this Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.
- 8.2. Provider may not subcontract Services or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D-1.
- 8.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter into a sub-contractual relationship with a third party and will not be an approval of any subcontracting document between Provider and its Subcontractor.
- 8.4. Regardless of subcontracting, Provider remains responsible for and must supervise Services provided under this Agreement, and County is not responsible for Provider's or its Subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, or other similar administrative procedures applicable to Services rendered under this Agreement.
- 8.5. The delivery of Services through Subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of this Agreement.
- 8.6. Provider must, by written contract, require all Subcontractors to conform to the requirements of this Agreement and all Applicable Law, guidelines, and standards. Provider must likewise require all Subcontractors to agree to the requirements and obligations of this article.
- 8.7. Provider must pay all Subcontractors and suppliers of materials for the provision of the Services required under this Agreement prior to submitting an invoice requesting payment from County for such subcontracted work or supplies unless Provider documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits the exhibit to County, accompanied by a copy of the notification

sent to each Subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made. Provider must invoice Subcontractor fees only in the actual amount paid by Provider, without markup or other adjustment.

- 8.8. Provider must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Provider 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 after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this section will be a material breach of this Agreement, unless Provider demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Provider must include requirements substantially similar to those set forth in this section in its contracts with Subcontractors and suppliers.
- 8.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and all Subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

- 9.1. Financial Statements. Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider receives funds under this Agreement, Provider must provide to the Repository and the Contract Manager Provider's audited financial statements and any generated management letters regarding funding provided under this Agreement as well as Provider's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Provider's fiscal year during which it receives County funds and for each of Provider's subsequent fiscal years until Provider expends all County funds.
- 9.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from its audited financial statements within two hundred seventy (270) days after the date of such management letters as they relate to the program described in this Agreement.

Provider must provide to the Repository and the Contract Manager the schedule of correction developed in response to the management letters within thirty (30) days after developing the schedule of correction.

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, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Provider must include the foregoing or similar language in its contracts with all Subcontractors, except that any

project assisted by U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

- 10.2. Although no CBE goal has been set for this Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform Services under this Agreement.

ARTICLE 11. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor will anything included in this Agreement be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 12.1. County's representative is the Contract Administrator as identified in Section 1.5. The title of Provider's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, Agreement Specifications.
- 12.2. The empowered signatories of invoices under this Agreement for Provider are those individuals referenced in Exhibit B-1, Authorized Invoice Signatories. Changes in the empowered signatories in Exhibit B-1 must be communicated to County as directed in the "Notices" section of this Agreement.
- 12.3. The empowered signatory of this Agreement for Provider is identified in Exhibit B-2, Certification of Empowerment. Changes in the empowered signatory in Exhibit B-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 13. INSURANCE

Provider is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of Provider's execution of this Agreement.

ARTICLE 14. REPRESENTATIONS AND WARRANTIES

- 14.1. Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.

- 14.2. Solicitation Representations. Provider represents and warrants that all statements and representations made in any applicable proposal, bid, or other supporting documents submitted to County in connection with this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

Provider acknowledges that:

- 14.2.1. Verification of liability protection and the Authorized Invoice Signatories, as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by Provider.
- 14.2.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.
- 14.3. Public Entity Crime Act. If applicable, Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Provider 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 Provider has been placed on the convicted vendor list.
- 14.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a scrutinized company or other entity subject to scrutiny under Section 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and throughout the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and throughout the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.
- 14.5. Claims Against Provider. Provider 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 Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Provider 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 Provider or on the ability of Provider to conduct its business as presently conducted or as proposed or contemplated to be conducted.

- 14.6. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services, and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Provider represents and warrants that the Services will be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services will equal or exceed prevailing industry standards for the provision of such Services.
- 14.7. Prohibited Telecommunications. Provider represents and certifies that Provider and all Subcontractors do not use, and throughout the term of this Agreement will not provide or 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 C.F.R. §§ 52.204-24 through 52.204-26.
- 14.8. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Provider represents and certifies that Provider will comply with Section 26-125(d) throughout the term of this Agreement.
- 14.9. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Provider hereby attests under penalty of perjury as follows: Provider is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Provider; and the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement have the meanings ascribed to such terms in Section 287.138, Florida Statutes.
- 14.10. Additional Representations. Provider represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of this Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:
- 14.10.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.
- 14.10.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.

- 14.10.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.
- 14.10.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.
- 14.10.5. If Provider is operating a facility or providing a service that requires any type of licensure including but not limited to licensure under Applicable Law, Provider maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.
- 14.10.6. When applicable, Provider will ensure compliance with the provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.
- 14.11. Verification of Employment Eligibility. Provider represents that Provider and all Subcontractors providing Services under this Agreement 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 Provider violates this section, County may immediately terminate this Agreement for cause and Provider will be liable for all reasonable costs incurred by County due to the termination.
- 14.12. Provider Handbook Acknowledgment. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of this Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate this Agreement within thirty (30) days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.
- 14.13. Client Records Protection. Provider represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all Applicable Law for the protection of confidential Client records and electronic exchange of confidential information.
- 14.14. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County is entitled to exercise any or all of the following remedies if any such

representation, warranty, or certification is untrue: (i) recovery of damages incurred; (ii) termination of this Agreement without any further liability to Provider; (iii) set off from any amounts due Provider the full amount of any damage incurred; and (iv) debarment of Provider.

ARTICLE 15. MISCELLANEOUS

- 15.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Provider acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 15.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Provider specifically for County in connection with performing Services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and must provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Provider represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Provider must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Provider may be withheld until all Documents and Work are provided as set forth herein. Provider must ensure that the requirements of this section are included in all of Provider's agreements with Subcontractor(s).
- 15.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:
 - 15.3.1. Keep and maintain public records required by County to perform the Services under this Agreement;

- 15.3.2. 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 Applicable Law;
- 15.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 15.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the Services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider must meet all requirements of Applicable Law 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.

If Provider receives a request for public records regarding this Agreement or the Services under this Agreement, Provider must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Provider must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (i) that Provider contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (ii) for which Provider asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Provider must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Provider must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Provider as Restricted Material, County will refrain from disclosing such material, unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Provider, or the claimed exemption is waived. Any failure by Provider to strictly comply with the requirements of this section will constitute Provider’s waiver of County’s obligation to treat the records as Restricted Material. Provider 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

reasonable attorneys' fees, reasonable litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6398, CAEVANS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, SUITE A-360, FORT LAUDERDALE, FLORIDA 33301.

- 15.4. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and all Subcontractors that are related to this Agreement. Provider and all Subcontractors must keep such books, records, and accounts as may be necessary 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; upon request by County, Provider and all Subcontractors must make same available in written form at no cost. Provider must provide County with reasonable access to Provider's facilities, and County must be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Provider and all 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. This section will survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants County the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Provider must make all such records and documents available electronically in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment based upon such entry. Provider must refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Provider must, in addition to refunding the overcharged amount, pay the reasonable cost of County's audit. 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 Provider.

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

15.5. Federally Funded Contracts.

- 15.5.1. If Provider is a subrecipient of federal funds, Provider acknowledges that it must remain in good standing with all applicable requirements under 2 C.F.R. Part 200 and notify the Contract Manager of any changes to its status on the Federal Government's Excluded Parties List System within forty-eight (48) hours after notice.
- 15.5.2. If Provider is a subrecipient of federal funds and subject to the audit requirements of 2 C.F.R. Part 200 Subpart F, Provider must complete the 2 C.F.R. 200 Part F Single Audit Certification Form, which will be provided by the Contract Manager.
- 15.5.3. If this Agreement includes federal funds of \$30,000 or more in the aggregate (inclusive of all Option Periods), Provider must complete County's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form for Subrecipients of Federal Funds, which will be provided by the Contract Manager, and submit same to County (i) within ten (10) days after execution of this Agreement, (ii) within ten (10) days after execution of an amendment or Contract Adjustment to the Agreement if such amendment or Contract Adjustment results in an aggregate amount of federal funding that equals or exceeds \$30,000, or (iii) within a reasonable time as approved in writing by the Contract Administrator.

15.6. Independent Contractor. Provider 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 Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

15.7. 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 Applicable Law will have occurred under 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.

15.8. 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT**

MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

- 15.9. Amendments. Unless expressly authorized in this Agreement, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Provider.

The foregoing notwithstanding, the HSD Director or Deputy Director may make adjustments in accordance with Article 4 and the “Emergency Conditions” section of this Agreement and, after consultation with the Office of the County Attorney, may also approve minor changes to the exhibits that do not substantively change the Scope of Services. The Contract Administrator may also administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

- 15.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm’s length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 15.11. Compliance with Laws. Provider and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law. Each party must comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 15.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 15.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this written document.
- 15.14. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County’s Contract Administrator. Except for approved subcontracting as provided in Exhibit D-1,

Scope of Services, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any change of control (as defined herein) will be an assignment. 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. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, “change of control” means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Provider, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Provider or in the entity that controls Provider’s business; or (c) the sale, lease, or transfer of all or substantially all of Provider’s assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Provider or its parent, or (ii) a transfer between existing owners of Provider that does not result in a change in majority ownership; provided, however, that any such transfer must not relieve Provider of its obligations under this Agreement unless County expressly agrees otherwise in writing.

- 15.15. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Provider is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Provider must ensure that any use of generative artificial intelligence tools by Provider or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Provider must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.
- 15.16. Conflicts. Neither Provider nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider’s loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

During the term of this Agreement, none of Provider’s officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Provider is not a party, unless compelled by legal process. Further, such persons will not give sworn testimony or issue a report or writing as an expression of such person’s 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 legal process. The limitations of this section will not preclude Provider 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 Provider is permitted under this Agreement to utilize Subcontractors to perform Services, Provider must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

- 15.17. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 15.18. 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 into this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.
- 15.19. Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.
- 15.20. Notices. Unless otherwise stated in this Agreement, for 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 in Exhibit A of this Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in Exhibit A unless and until changed by providing notice of such change in accordance with this section.
- 15.21. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Provider, Provider must complete and submit Standard Form-LLL, Disclosure of Lobbying Activities.
- 15.22. Certification Relating to No Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081 et seq. ("Pro-Children Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health care, day care, early childhood services, education, or library services to children under the age of

eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. The Pro-Children Act does not apply to (i) children's services provided in private residences or portions of facilities used for inpatient drug or alcohol treatment, (ii) service providers whose sole source of applicable federal funds is Medicare or Medicaid, or (iii) facilities where Women, Infants, and Children (WIC) coupons are redeemed. Provider's failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty (in the amount provided by the Pro-Children Act) for each violation and imposition of an administrative compliance order in accordance with the Act on the responsible entity, such as Provider. By signing this Agreement, Provider certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children.

- 15.23. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include any other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections of the section or article, 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. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue interpretations in writing to all program providers. If Provider identifies a programmatic contract provision that requires interpretation in order for Provider to understand its obligations, Provider will submit, in writing, to the Contract Administrator a specific request for interpretation. The Contract Administrator will provide a written response to Provider within a reasonable time after any request by Provider for an interpretation. The Contract Administrator's programmatic interpretations will be conclusive and final.

- 15.24. Emergency Conditions. Except where otherwise provided by law or where Provider is otherwise directed by appropriate authority, Provider will provide any supportive or recovery-related service as requested by County during and after Emergency Conditions. These services include but are not limited to distributing food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator. Individuals who have been displaced or affected by the Emergency

Conditions are referred to as “Disaster Evacuees.” Emergency Conditions include but are not limited to:

- 15.24.1. Any natural, technological, or terrorism-related disaster or emergency for which assistance is requested from Emergency Support Function (“ESF”) #6/Human Services Branch by the Broward Emergency Division, which starts when a State of Emergency is declared by federal, state, or local government; or
- 15.24.2. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery-related services on a large scale.

In the event of an Emergency Condition, the HSD Director or Deputy Director, in their sole discretion, has the authority during and after the Emergency Conditions to (i) make adjustments to the maximum funding, including increases, under this Agreement; (ii) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (iii) modify, add, or delete services under the Scope of Services and Exhibit D-1; (iv) modify payment schedules throughout any term of this Agreement; (v) exercise an Option Period; (vi) waive the “Performance” section of this Agreement; and (vii) extend the term of this Agreement. All Services provided under this Agreement by Provider during Emergency Conditions must be in accordance with the terms and conditions stated in the Agreement.

This Section 15.24 is inapplicable to this Agreement.

- 15.25. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides Services such as hospital, jail, or mental health treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.
- 15.26. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any Applicable Law or increase or decrease in allocations makes changes in this Agreement necessary.
- 15.27. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated into this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement. The Provider Handbook is incorporated by reference into this Agreement.
- 15.28. Payable Interest.
 - 15.28.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and Provider waives, rejects, disclaims, and

surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

- 15.28.2. 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).
- 15.29. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider must (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto, if any, or, if such agreement is not attached hereto and if requested by County, execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA, HITECH, or other Applicable Law. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with Subcontractors.
- 15.30. Polystyrene Food Service Articles. Provider must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.
- 15.31. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Provider, Provider hereby attests under penalty of perjury that Provider does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true.
- 15.32. Use of County Name or Logo and Publicity. Provider must not use County's name or logo in marketing or publicity materials without prior written consent from County. To seek approval for use of County's name and logo, Provider must coordinate with the Contract Manager and comply with the requirements in this section. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities undertaken by Provider concerning the Services funded by this Agreement must use the

name "Broward County" and the official Broward County logo and must include the following statement: "The services provided by The School Board of Broward County, Florida, are a collaborative effort between Broward County and The School Board of Broward County, Florida, with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement."

After consultation with the Contract Manager, Provider's requests for the official electronic version of the Broward County logo must be made to County's Office of Public Communications, 115 S. Andrews Avenue, Suite 506, Fort Lauderdale, Florida 33301 or publicinfo@broward.org.

- 15.33. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, constitute one and the same agreement.
- 15.34. Provider will provide County with education records in compliance with Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation and employee records as specifically indicated in Exhibit G, attached and incorporated into this Agreement , and the County will safeguard the confidentiality of same education records and employee records as required in Exhibit G.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____ 2025, and Provider, signing by and through its duly authorized representative.

COUNTY

Broward County, by and through its
County Administrator

By: _____
Monica Cepero, County Administrator

_____ day of _____, 2025

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

By: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

RJH/bh
SBBC-DE - 24-CP-CSA-0073-01
10/6/2025
#60070

**AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR FUNDING ASSISTANCE
FOR DRIVER SAFETY AND EDUCATION PROGRAM**

PROVIDER

The School Board of Broward County, Florida

By: _____
Debra Hixon, Chair

_____ day of _____, 2025

WITNESS/ATTEST:

Signature

Dr. Howard Hepburn, Superintendent of Schools
Print/Type Name of Witness above

Approved as to Form and Legal Content:

Office of the General Counsel

Print/Type Name and Title above

Exhibit A
Agreement Specifications

Agreement #: 24-CP-CSA-0073-01

Catalog of Federal Domestic Assistance Number (CFDA), if applicable: N/A

Federal Award Identification Number (FAIN), if applicable: N/A

Catalog of State Financial Assistance (CSFA), if applicable: N/A

- I. Administering Division: Community Partnerships
- II. Agreement Term (Beginning and Ending Dates):
 - A. Initial Term: Commences on October 1, 2023, and continues through September 30, 2026
 - B. Option Period 1: If exercised, commences on October 1, 2026, and continues through September 30, 2027
 - C. Option Period 2: If exercised, commences on October 1, 2027, and continues through September 30, 2028
- III. Maximum Funding Amounts:
 - A. Initial Term: Amount in the Driver Education Safety Trust Fund
 - B. Option Period 1: Amount in the Driver Education Safety Trust Fund
 - C. Option Period 2: Amount in the Driver Education Safety Trust Fund
 - D. Extension Period : Equal to a pro rata amount of the then-existing annual funding amount
- IV. Provider's Representative: Superintendent of Schools
- V. Official Payee:
 - The School Board of Broward County, Florida
 - 600 S.E. 3rd Avenue, 7th Floor
 - Fort Lauderdale, Florida 33301
 - 754-321-2600
 - fabian.cone@browardschools.com
- VI. Official Notification Designations:
 - A. For County:
 - Director, Community Partnerships Division
 - 115 S. Andrews Avenue, Suite A-370
 - Fort Lauderdale, Florida 33301
 - caevans@broward.org
 - B. For Provider:
 - Chief Academic Officer
 - The School Board of Broward County, Florida
 - 600 S.E. 3rd Avenue, 7th Floor
 - Fort Lauderdale, Florida 33301
 - 754-321-2600
 - fabian.cone@browardschools.com

- VII. Client Copay: ☐ Required ☒ Not required
- VIII. Match: ☐ Required ☒ Not required because funds are derived from the Driver Education Safety Trust Fund.
- IX. Required Insurance Coverage:
- A. Commercial or General Liability: ☐ Required ☒ Waived
- B. Business Automobile Liability: ☐ Required ☒ Waived
- C. Professional Liability: ☐ Required ☒ Waived
- D. Workers' Compensation & Employer's Liability: ☐ Required ☒ Waived
- E. Other: Self-insured Verification ☒ Required
- X. RFP/RLI/RFA Date: N/A; Published Title: N/A

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Exhibit B-1
Authorized Invoice Signatories

Agreement #: 24-CP-CSA-0073-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of The School Board of Broward County, Florida ("Provider"), as required by this Agreement between County and Provider:

Dillon F. Giorgis, Curriculum Supervisor - Applied Learning, or successor

(Name and Title Typewritten or Clearly Printed)

Susan Cantrick, Curriculum Supervisor - Applied Learning, or successor

(Name and Title Typewritten or Clearly Printed)

This authorization is conferred upon the individuals listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc., for the Contract Manager's review and files)*:

Appearing below are samples of the authorized signatures.

Authorized Signature

Date

Authorized Signature

Date

Authorized Signature

Date

Exhibit B-2
Certification of Empowerment

Agreement #: 24-CP-CSA-0073-01

Debra Hixon, Chair or successor

(Name and Title Typewritten or Clearly Printed)

Dr. Howard Hepburn, Superintendent of Schools, or successor

(Name and Title Typewritten or Clearly Printed)

is duly authorized to sign this Agreement on behalf of The School Board of Broward County, Florida ("Provider"), and any amendments to this Agreement between County and Provider. The signature of the above-named person in this Agreement on behalf of Provider binds Provider to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc., for the Contract Manager's review and files)*:

Appearing below is a sample of the signature(s) of the authorized representative(s).

Authorized Representative

Authorized Representative

Date

Date

EXHIBIT C*

Certification of Payments to Subcontractors and Suppliers

*[To be completed at time of invoice submittal, if applicable. See sec. 4.5.8.]

Agreement #: 24-CP-CSA-0073-01

The undersigned hereby swears under penalty of perjury that:

1. Provider has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of Provider.

Dated _____, 20__

Provider:

By: _____
Signature

Name and Title

STATE OF)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature of Notary Public

Print, Type, or Stamp Name of Notary

(NOTARY SEAL)

My commission expires: _____

Exhibit D-1
Scope of Services

Agreement #: 24-CP-CSA-0073-01

Provider: The School Board of Broward County, Florida

Program: Funding Assistance for Driver Safety and Education Program

I. Scope of Services:

- A. Program Description: Provider delivers Funding Assistance for Driver Safety and Education Program (“Driver Safety and Education Program”), which provides individuals currently enrolled in high school with enhanced instruction on traffic rules and how to safely operate a motor vehicle while driving.
- B. Population of Focus: Individuals who meet all the eligibility criteria in the provision below (“Clients”).
 - 1. Eligibility Criteria: To be eligible to receive services under this program, an individual must meet all the following criteria:
 - a. Be a Broward County resident;
 - b. Be age fifteen (15) through their 22nd birthday; and
 - c. Be currently enrolled in a Broward County high school.
 - 2. Documentation of Eligibility: Provider must screen all prospective Clients for the following:
 - a. Verification of Broward County residency;
 - b. Verification of age; and
 - c. Verification of high school enrollment.
- C. Minimum number of unduplicated Clients to be provided services under this Agreement: N/A
- D. Standards and Other Requirements: Provider must adhere to the standards and other requirements below and as set forth in the Contract Adjustments, as applicable, and the Provider Handbook.
 - 1. Standards:
 - a. Provider must address the needs of Clients who are English-, Spanish-, and Creole-speaking by providing access to multilingual intakes and Driver Safety and Education Program services. Additionally, services must be culturally, linguistically, and developmentally appropriate as indicated in the Provider Handbook.
 - b. Provider must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1-800-96ABUSE), in

accordance with Chapters 39 and 415, Florida Statutes, as amended. The foregoing provision is binding upon both Provider and its employees.

2. Other Requirements:

- a. Provider must register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD: <https://access.broward.org/About.aspx>.
- b. Provider must follow all requirements outlined in the Dori Slosberg Driver Education Safety Act under Chapter 318, Florida Statutes, as amended.
- c. Provider must ensure that funds provided under this Agreement are only used for program enhancements, and not replacement, of Provider's driver education program funds.
- d. Provider must further ensure that program funds are only used for direct educational expenses that are directly related to the Driver Safety and Education Program.
 - i. Permitted expenses include the following:
 - a) driver safety and education;
 - b) teacher salaries and benefits, and license fees;
 - c) student fees;
 - d) driving simulators;
 - e) motor vehicles, motor vehicle insurance, motor vehicle repair and maintenance, motor vehicle licenses and tags fees, and fuel;
 - f) videos, compact discs, audio tapes (including digital audio files), books, and writing supplies; and
 - g) additional equipment required by Applicable Law or for students with disabilities and other equipment necessary for high school traffic education programs.
 - ii. For any other direct educational expenses not listed above, Provider must receive written approval by the Contract Manager prior to any purchase or disbursement.
- e. Provider must not use funds provided under this Agreement for administration of the Driver Safety and Education Program or for any other administrative costs.
- f. Provider must adhere to the current Broward County Schools Driver Education Course Syllabus and must administer a pretest prior to instruction and a posttest at the conclusion of the program.
- g. Provider must evaluate Clients utilizing the checklist and processes identified in the Florida Department of Education Driver Education/Traffic Safety Course Curriculum Standards #1900310.

- h. Provider must ensure that a minimum of thirty percent (30%) of each Client's time in the program is spent in behind-the-wheel training, in accordance with the Dori Slosberg Driver Education Safety Act, as amended.
 - i. To ensure compliance with this subsection h., Provider must adhere to the following requirements:
 - a) Provider must track the number of each Client's hours spent in in-class education and in-vehicle instruction ("Client Hours"); and
 - b) Provider must track Client Hours either by written or electronic means.
 - ii. Additionally, Client Hours tracked under this subsection must be in a format that does not violate the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, as amended.
 - i. Upon completion of not less than 600 minutes of training to each Client, Provider must ensure that each Client receives a behind-the-wheel driving evaluation in accordance with the Florida Department of Education Driver Education/Traffic Safety Course Curriculum Standards #1900310.
 - j. Provider must report and submit the following program data quarterly to County along with the Outcomes Report identified in Exhibit E:
 - i. Number of Clients enrolled in the program;
 - ii. Number of driver education and safety courses held per semester;
 - iii. Name of the school where the courses are held; and
 - iv. Name of course instructor.
 - k. Provider must maintain and update a Continuity of Operations Plan ("COOP") that establishes policy and guidance to ensure performance of functions essential to services identified in this Agreement during (and after) a declared disaster or pandemic. Provider must provide the Contract Administrator with a copy of its COOP upon execution of this Agreement and then annually on April 15th.
- E. Provider must provide the following service: Driver Training (PL-7400.1900)
- The Cost per Unit of Service, Required Staff Credentials/Licensure, and Unit Definitions are set forth in the Community Partnerships Division Taxonomies Definitions Credentials outlined in the Provider Handbook at:
<https://www.broward.org/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx>.
- F. Subcontracting: ☒ None requested/allowed.

G. Locations, Telephone, Days, and Hours of Operation:

Location Name	Address	Telephone Number	Days and Hours of Operation
Administrative Offices	600 S.E. 3rd Avenue, 7th Floor Fort Lauderdale, FL 33301	754-321-2600	Monday through Friday 9:00 a.m. to 5:00 p.m.
Note: Driver Safety and Education Program is administered at various high schools throughout Broward County.			

H. Commission Districts: At the date of execution of this Agreement, Provider's service hubs are located in the following Commission Districts: 1-9

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement:

Driver Training: N/A

Units for Option Period 1, if exercised:

Driver Training: N/A

Units for Option Period 2, if exercised:

Driver Training: N/A

Units per Extension, if exercised: Must be equal to a pro rata number of units of the then-current annual units per service

B. \$ Amount for Initial Term of Agreement: \$ Amount in the Driver Education Safety Trust Fund

\$ Amount for Option Period 1, if exercised: \$ Amount in the Driver Education Safety Trust Fund

\$ Amount for Option Period 2, if exercised: \$ Amount in the Driver Education Safety Trust Fund

\$ Amount per Extension, if exercised: Must be equal to a pro rata amount of the then-current annual funding amount

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

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Exhibit D-2
Outcomes

Program Name	Outcomes	Indicators	Deidentified Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Driver Safety and Education Program	Clients increase knowledge and skills critical for safe driving.	70% of Clients demonstrate a minimum of 5% improvement in their knowledge of safe driving habits by the end of the course.	Pretest and Post-test Assessments	Provider assesses Client knowledge by administering a pretest at the start of the course and a post-test upon completion of not less than 600 minutes of training. Provider compiles data and reports to County quarterly. Calculation: Number of Clients who demonstrate an increase in knowledge of safe driving habits via post-test / Total number of Clients who complete the course during the quarter

Program Name	Outcomes	Indicators	Deidentified Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Driver Safety and Education Program	Clients demonstrate skills to become a licensed driver.	90% of Clients pass the behind-the-wheel driving evaluation.	Copy of results of behind-the-wheel driving evaluation; Client file	Provider assesses Client skills by administering a behind-the-wheel driving evaluation upon completion of not less than 600 minutes of training. Provider compiles data and reports to County quarterly. Calculation: Number of Clients who pass the behind-the-wheel driving evaluation during the quarter / Total number of Clients who complete the course during the quarter

Exhibit E – Required Reports and Submission Dates

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution of this Agreement and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy, if applicable		1 copy
Certificate of Insurance/Self-insured Verification		1 copy
Continuity of Operations Plan (COOP)	Due upon execution of this Agreement and then annually on April 15th	1 copy
Line-item Budget – Unit of Service	Due upon execution and with the submission of the annual final invoice on October 15th	1 copy
Line-item Budget – Cost Reimbursement, if applicable (see sec. 4.5.5.)	Due prior to execution of this Agreement and annually prior to renewal	1 copy
Invoice and supporting documentation	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th) Invoices are either emailed to CPD@broward.org or mailed to: Community Partnerships Division 115 S. Andrews Avenue, Suite A-370 Fort Lauderdale, Florida 33301	1 copy
Outcomes Report	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Client Demographic Report	15th day of the month after the end of each quarter (specifically, January 15th, April 15th, July 15th, and October 15th)	1 copy
Self-insured Verification	Due at time of this Agreement's term extension or renewal via Option Period; submit to Repository	1 copy
Audited Financial Statements	Due within 270 days after the close of Provider's fiscal year end; submit to Repository and copy to Contract Manager	1 copy
State Financial Assistance Reporting Package, if applicable		1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days after receipt	1 copy
Incident Reports	Due upon request and in accordance with the Provider Handbook	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Provider.

Exhibit F – Contract Adjustment

Contract Adjustment # enter number

Under Agreement # enter number

Between Broward County and Provider Legal Name

Change Type: _____

1. This Contract Adjustment is issued in accordance with the Agreement dated _____ between Broward County (“County”) and Provider Legal Name (“Provider”) for Agreement Title (“Agreement”).
2. This Contract Adjustment authorizes Provider to provide the services detailed in Attachment I to this Contract Adjustment as authorized in the Agreement.
3. Compensation will be in accordance with the provisions of Article 4 and Exhibit A, Agreement Specifications, of this Agreement.
4. This Contract Adjustment is effective _____ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Contract Adjustment. Except as expressly set forth herein, nothing contained in this Contract Adjustment will alter, modify, or change in any way the terms and conditions of the Parties’ Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment # enter number: Broward County, by and through its Human Services Department Director or Deputy Director, as authorized under Article 4 of the Agreement, and Provider, signing by and through its _____, duly authorized to execute same.

County

Provider

Broward County, by and through its
Human Services Director or Deputy Director

Legal Name

By: _____

By: _____
Authorized Signatory

____ day of _____, 20__

Print Name and Title

____ day of _____, 20__

Attached hereto: ATTACHMENT I TO CONTRACT ADJUSTMENT # _____

Exhibit G
SBBC Privacy and Security Clauses

1. SBBC Disclosure of Education Records (Personally Identifiable)

(a) Purpose. SBBC will provide County with the education records and statistical information listed/referenced in subsection 2(c) for the following purposes: To track the safety of SBBC's Driver Safety and Education Program for its clients (students).

(b) Consent. SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the personally identifiable education records listed in this subsection.

(c) Personally identifiable Education Records. SBBC will provide County with the following education records for each Client involved in an incident, via hard copy, for all incidents occurring during SBBC's Driver Education class:

(1) Records listed in the Broward County Community Partnerships Division Incident Report Form located in County's Provider Handbook, including the following information:

- i) Client (student) File Initials/Number,
- ii) Client gender,
- iii) Client age, and
- iv) Client date of birth.
- v) Category of incident,
- vi) Date and time of incident,
- vii) Number of Clients involved in incident,
- viii) Address at which incident took place, and
- ix) Type of incident that took place.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

2. SBBC Disclosure of Education Records (De-identified)

(a) Purpose. SBBC will also provide County with the de-identified education records listed in subsection (b)(1) and (2) for the following purposes:

- i) To implement SBBC's Driver Safety and Education Program, providing instruction to students who want to learn traffic rules and how to safely operate a motor vehicle,
- ii) To confirm students' eligibility for the Driver Safety and Education Program, and

- iii) To gather outcomes and measure Driver Safety and Education Program effectiveness.

(b) De-identified Education Records. SBBC will provide County with the following de-identified (as defined in 34 C.F.R. 99.31(b)) education records via hard copy, secure e-mail, or “view only” audit:

- (1) Quarterly Demographic Report of de-identified education records which contains a Summary of Clients Served and Demographics Current Year-To-Date and;
- (2) Performance measures listed in Exhibit D-2 Outcomes, which contains the percentage of Clients that demonstrate improvement in their knowledge of safe driving habits by the end of the course, and percentage of Clients that pass the behind-the-wheel driving evaluation.

(c) Exception to consent. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(b)(1), the de-identified records in subsection 1(b) may be provided without prior parental consent. To provide meaningful results and protect the privacy of individual students, this data is not reported by SBBC to County when the total number of students in a group is less than 10.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in the Provider Handbook or the County’s privacy policies, if any.

3. SBBC Disclosure of Statistical Information

(a) Purpose. SBBC will also provide County with the statistical information listed in subsection (b)i for the following purpose:

- i. To provide County with the list of schools that Driver’s Education will be offered at for SBBC’s Driver Safety and Education program.

(b) Statistical Information. SBBC will provide County with the following statistical information via hard copy, secure e-mail, or “view only” audit:

- i. List of schools that currently offer SBBC’s Driver Safety and Education program

(c) The requirements of this section shall supersede any uses and disclosures of statistical information or the like as listed in the Provider Handbook or the County’s privacy policies, if any.

4. County Safeguarding the Confidentiality of Education Records

a. Notwithstanding any provision to the contrary within this Agreement, County shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20

U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records (“Student Privacy Laws”);

- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
 - 3) ensure that all of its employees who have access to SBBC education records during the term of their employment abide by its obligations under this Agreement and that access to SBBC education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement as required by the Student Privacy Laws;
 - 4) provide a list of employees with access to SBBC education records to SBBC upon request;
 - 5) utilize the SBBC education records solely for the purposes as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;
 - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and by telephone at 754-321-0436 (Manager, Information Security); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - 7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
 - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, as a result of Broward County’s breach;
 - 9) purge education records from any media once the media is no longer in use or is to be disposed.
- b. All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement will, at SBBC's request, return SBBC education records to SBBC (at no additional cost and in a format that is compatible with SBBC’s information technology systems) or dispose of SBBC education records in compliance with the applicable Florida Retention Schedules, and provide SBBC with a written acknowledgment of said disposition.

5. County Re-Disclosure of SBBC De-identified Education Records and Statistical Information

County may only re-disclose de-identified education records and statistical information in this Exhibit externally to notify the public of program outcomes and effectiveness.

6. SBBC Disclosure of Employee Records

(a) Purpose. SBBC staff will provide County with the employee records in subsection 6(b) for the following purposes:

1. For County audits, to determine whether SBBC is following state and federal laws related to services provided to children.
2. To validate the reimbursement amounts for SBBC Driver's Education instructors.

(b) Employee Records. SBBC will provide County with the following employee records via "view only" access during an audit:

- 1) Name of course instructor
- 2) Number of driver education and safety courses held per semester
- 3) Name of the schools where the courses are held
- 4) Information from personnel file:
 - i. Signed job application or resume
 - ii. Background screening / Level 2 criminal background check
 - iii. Current driver's license and automobile insurance (for employees that transport clients)
 - iv. Proof of education
 - v. Pre-employment reference check(s)
 - vi. Job description
 - vii. Proof of new staff orientation, including personnel policies, infectious disease risk, universal infection control procedures, standards of ethical conduct, and abuse report procedures.

(c) SBBC will provide County with the following employee records, via secure e-mail, for reimbursement requests:

- 1) Employee First and Last name
- 2) Hourly Rate
- 3) Additional hours worked during pay period
- 4) Total payment for additional hours

(d) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in the Provider Handbook or the County's privacy policies, if any.

7. County Safeguarding the Confidentiality of Employee Records

Notwithstanding any provision to the contrary within this Agreement, County shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law.
- (c) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and by telephone at 754-321-0436 (Manager, Information Security); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- (d) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, as a result of Broward County's breach;

8. Assessment of Data Protection Controls.

- (a) County attests that County has cybersecurity controls implemented that meet or exceed acceptable cybersecurity standards as established by the U.S. Department of Education Data Security Checklist, located at <https://studentprivacy.ed.gov/resources/data-security-checklist> in all environments that store SBBC education records. County further attests that County adheres to the Florida State Cybersecurity Act, Section 282.318, Florida Statutes, and has implemented the NIST Cybersecurity Framework.
- (b) County shall, at minimum, annually complete a self-assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards as described in 7(a). County shall provide SBBC an attestation of continued compliance with acceptable cybersecurity standards by County in all environments that store SBBC education records within ten (10) business days of written request by SBBC.