

**AGREEMENT BETWEEN BROWARD COUNTY AND
LEGAL AID SERVICE OF BROWARD COUNTY, INC. FOR LEGAL SERVICES**
(Agreement #26-FSAD-LASBC-1)

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Legal Aid Service of Broward County, Inc., an active Florida nonprofit corporation ("Provider"), each a "Party" and collectively referred to as the "Parties."

RECITALS

A. This Agreement will satisfy County's obligation established in Sections 29.008 and 939.185, Florida Statutes, and enable County to assist in funding legal aid programs.

B. This Agreement will enable Provider to provide services that would not otherwise be funded by another public funding source.

C. Funding given to Provider has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County.

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 amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Clients** means individuals served by Provider as more fully described in Exhibit A-1, Scope of Services.

1.4. **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the Family Success Administration Division.

1.5. **Contract Manager** means the Family Success Administration Division staff person who coordinates and communicates with Provider and who manages and supervises Provider's performance of the Services and Provider's compliance with the terms and conditions of this Agreement.

1.6. **HSD** means the Broward County Human Services Department.

1.7. **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.

1.8. **Initial Term** means the initial contracted period identified in the "Term" section of this Agreement.

1.9. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as identified in the “Term” section of this Agreement.

1.10. **Repository** means HSD’s repository under County’s Evaluation and Planning Section. Documents for the Repository must be submitted by email attachment to OEPRRepository@broward.org or in hard copy to: Broward County Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.

1.11. **Services** means all work required of Provider under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in Article 4 and the Scope of Services attached as Exhibit A-1.

1.12. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Provider, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A-1:	Scope of Services
Exhibit A-2:	Outcomes and Indicators
Exhibit A-3:	Required Reports and Submission Dates
Exhibit B:	Certification of Payments to Subcontractors and Suppliers
Exhibit C-1:	Certification of Empowerment
Exhibit C-2:	Authorized Invoice Signatures
Exhibit D:	Insurance Requirements
Exhibit E:	Program Monitoring and Evaluation

ARTICLE 3. TERM

3.1. Term. This Agreement begins and ends on the dates specified below, unless otherwise terminated or extended as provided in this Agreement. Subject to annual appropriation by the Board, the Contract Administrator may renew this Agreement on the same terms and conditions for up to four (4) additional one-year Option Periods as specified below or as otherwise approved by the Board. To exercise an Option Period, the Contract Administrator must notify Provider 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.

Period	First Day of Period	Last Day of Period
Initial Term	October 1, 2025	September 30, 2026
Option Period 1 (if exercised)	October 1, 2026	September 30, 2027
Option Period 2 (if exercised)	October 1, 2027	September 30, 2028
Option Period 3 (if exercised)	October 1, 2028	September 30, 2029
Option Period 4 (if exercised)	October 1, 2029	September 30, 2030

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

3.2.1. Continued, demonstrated, and documented need for the Services or priority area of funding;

3.2.2. Satisfactory contract compliance, program performance, and utilization of funds by Provider, as determined by the Contract Administrator;

3.2.3. Demonstrated financial stability by Provider; and

3.2.4. 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 the Agreement for any subsequent renewal or extension period.

3.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

ARTICLE 4. SCOPE OF SERVICES

4.1. Provider must provide all Services specified in Exhibit A-1 (the "Scope of Services") and must meet the required Outcomes in accordance with the Agreement as specified in Exhibit A-2 (Outcomes and Indicators). 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 performance by Provider impractical, illogical, or unconscionable.

4.2. Monitoring. Provider acknowledges that County will monitor Provider's performance under this Agreement to ensure service standards are met and to determine compliance with the requirements of the Agreement at least once annually as described in Exhibit E.

4.3. Reports. Provider must submit Outcome Reports monthly on or before the 15th day of the following month. Report packets that are due on July 15th must also include a copy of an aggregated report of Provider's client satisfaction surveys to be considered complete. Outcome Reports consist of a Demographic Report form, a Performance Report form measuring progress of Clients through outcome indicators as detailed in Exhibit A-2, and a Contracted Services Performance Report Narrative form. The narrative must detail how Provider measured results, explain any unmet outcomes, and provide any other information pertinent to the delivery of Services by Provider.

4.3.1. Client Satisfaction Surveys. Provider must administer a Client Satisfaction Survey a minimum of one time each year. The results from Client Satisfaction Surveys should help both Provider and County learn Clients' perspective on Provider's organization and services. Provider should design their respective survey to assess diverse aspects of

services and include questions that are relevant to their organization and services provided.

4.3.2. Errors in Reports. County will return reports that contain errors (calculation errors, incorrect dates, missing signatures, missing a narrative or clear explanation of the methodology in outcome calculation and/or lack of outcome attainment). Processing of invoices may be delayed pending receipt of revised report(s). Documents must be resubmitted within two (2) business days and must have updated signatures and dates.

4.3.3. Report Templates. County will deliver electronic versions of report templates to Provider upon execution of this Agreement and annually to reflect updated fiscal year program information.

4.4. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site/location listed in Exhibit A-1 or applicable Contract Amendment 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.

ARTICLE 5. COMPENSATION

5.1. Maximum Funding. County will pay Provider for Services performed and completed in accordance with this Agreement up to the maximum funding amounts specified below, which amount will be accepted by Provider as full compensation for all such Services. Provider acknowledges that the maximum funding amounts are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Provider for its Services. These maximum amounts, however, do not constitute a limitation upon Provider's obligation to perform all Services required by or which can be reasonably inferred from Exhibit A-1 (Scope of Services). For the Initial Term, the budget consists of One Hundred Ninety Thousand Seven Hundred Ten Dollars (\$190,710) from court fees and One Million Twenty-nine Thousand Two Hundred Ninety Dollars (\$1,029,290) from the general fund, for a total of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000). County may amend the line-item budget at any time at its sole discretion. The amount of funding provided to Legal Aid may be subject to increases or decreases in the line-item budget consistent with Applicable Law. Funding for the Option Periods is subject to annual appropriation of funds by the Board. Any increase in the total budgeted amount approved by the Board and any amounts the Board budgets for any Option Period must be set forth in a formal amendment to this Agreement. No amount will be paid to Provider to reimburse its expenses unless otherwise expressly required in this Agreement.

Period	Maximum Not-to-Exceed Funding Amount
Initial Term	\$1,220,000
Option Period 1 (if exercised)	Amount appropriated by the Board.
Option Period 2 (if exercised)	Amount appropriated by the Board.
Option Period 3 (if exercised)	Amount appropriated by the Board.
Option Period 4 (if exercised)	Amount appropriated by the Board.

5.2. Method of 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 A-1 (Scope of Services) and any applicable Contract Amendment. The number of units of service to be billed during each term of this Agreement must not exceed the units of service specified in Exhibit A-1 and any applicable Contract Amendment.

5.2.1. Provider Match. County will pay Provider for only nine (9) out of each ten (10) units of service delivered, invoiced, and documented. Each tenth (10th) unit of service provided for which no payment is made by County will count toward Provider's match requirement for that selection of units of service. Provider's match requirement may be satisfied by either units of service or other 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 match requirement are limited to the performance obligations of this Agreement and satisfy the service requirements described in Exhibit A-1. Provider must submit monthly, with its invoice, documentation that accurately details all in-kind services utilized to meet its match requirement for the previous month.

Provider is not required to meet the match requirement in this section.

5.2.2. Invoice Requirements and Due Dates.

5.2.2.1. Unless otherwise stated in Exhibit A-3 (Required Reports and Submission Dates), 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 A-3. 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 must include the documentation specified under the Required Activities, Deliverables, and Timeline section of Exhibit A-1 (Scope of Services), 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.

5.2.2.2. In addition to all other invoice requirements, all required fields within the HSSS or other system approved by the Contract Administrator must be completed thoroughly and accurately for each reported unit of service for it 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 below, for any units of service that do not comply with this requirement that were previously invoiced and paid by County during the applicable term.

5.2.2.3. The Contract Administrator may authorize manual or other methods of invoicing if Provider lacks access to the HSSS through no fault of Provider, as determined by the Contract Administrator in their sole discretion.

5.2.2.4. Where the unit of service rate is an hourly rate, County will pay for full fifteen (15) minute increments (unless otherwise provided in the Agreement) at the rate of one-quarter (1/4) of the applicable unit of service rate if Provider has provided the unit of service as stated in Exhibit A-1 (Scope of Services).

5.2.3. Corrected Invoices.

5.2.3.1. If Provider determines that it has previously submitted an incorrect invoice and been paid by County, Provider must include the corrections on the next regular monthly invoice after discovery of the error. 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 (a) ninety (90) days after the date the invoice being corrected was originally due to County, or (b) 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, 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 representative summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the error.

5.2.3.2. 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 the Agreement in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.

5.2.3.3. 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.

5.2.3.4. The certification statement on the monthly invoice submitted by Provider must be signed by Provider's authorized representative(s) as referenced in Exhibit C-2 (Authorized Invoice Signatures). If it becomes necessary for Provider to replace Provider's representative(s), 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 C-1 (Certification of Empowerment) and Exhibit C-2, within ten (10) days after replacement of Provider's representative(s).

5.2.4. Proper Invoice. County must pay Provider within thirty (30) days after receipt of Provider's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances ("Code"). To be deemed proper, all invoices must (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted in accordance with instructions prescribed by the Contract Administrator. Payments will be sent to Provider's address in accordance with the "Official Payee" section of this Agreement, unless otherwise requested by Provider in writing and approved by the Contract Administrator in writing. Payments 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 the Agreement.

5.2.5. Performance. At the end of each quarter, County will reduce Provider's payment by three percent (3%) ("Reduction") for any program in which Provider's 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 of the applicable quarter, after calculation of any required match, but before any disallowed units of service or repayments from any other months are applied.

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

At the end of the Initial Term and each Option Period, County will also apply a Reduction to Provider's final monthly invoice if Provider does not serve the minimum number of unduplicated Clients as required in Exhibit A-1 (Scope of Services). If this Agreement is funded in whole or in part by a grant from a third-party funder and either (a) the funder denies any of County's requests for payments under the Agreement as an ineligible expenditure, or (b) 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 requested to be returned.

5.2.6. Payments to Subcontractors and Suppliers. 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 under the Agreement, 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 as Exhibit B. 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.

5.2.7. Subcontractors. Provider must invoice Subcontractor fees only in the actual amount paid by Provider, without markup or other adjustment.

5.2.8. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Provider's failure to comply with any provision of this Agreement. The amount withheld will not be subject to payment of interest by County.

5.3. 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 or is subject to a petition for bankruptcy, dissolution, appointment of a receiver, or assignment for the benefit of creditors, 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.

5.4. Official Payee. County will make all payments solely in the name of Provider as the official payee. The name, address, telephone number, and Federal I.D. of the official payee to whom County will make payment is:

Payee:	Legal Aid Service of Broward County, Inc.
Address:	491 North State Road 7, Plantation, Florida 33317
Telephone:	954-765-8950
Federal I.D.:	59-1547191

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, using the notice procedure under the "Notices" section of this Agreement.

5.5. 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. 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 to Provider on any suspended payments.

ARTICLE 6. INDEMNIFICATION; GOVERNMENTAL IMMUNITY

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

6.2. 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 County, nor will anything included in this Agreement be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

ARTICLE 7. INSURANCE

7.1. Throughout the term of this Agreement, Provider must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit D (Insurance Requirements) in accordance with the terms and conditions of this article. Provider must maintain insurance coverage against claims relating to any act or omission by Provider, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.2. Provider must ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

7.3. On or before execution of this Agreement or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Provider must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Provider

must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

7.4. Provider must ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the term of this Agreement and until all performance required of Provider has been completed, as determined by the Contract Administrator. Provider or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

7.6. If Provider maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County must be entitled to all such broader coverages and higher limits. All required insurance coverages must provide primary coverage and must not require contribution from any County insurance, self-insurance, or otherwise, which must be in excess of and must not contribute to the required insurance provided by Provider.

7.7. Provider must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit D (Insurance Requirements), and submit to County for approval at least fifteen (15) days prior to the effective date or commencement of Services under this Agreement. Provider will be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Provider agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Provider agrees to obtain same in endorsements to the required policies.

7.8. Unless prohibited by the applicable policy, Provider waives any right to subrogation that any of Provider's insurer may acquire against County and agrees to obtain same in an endorsement of Provider's insurance policies.

7.9. Provider must require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Provider under this article. Provider must ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Provider must not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

7.10. If Provider or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage

and deduct such costs from any payment otherwise due to Provider. If requested by County, Provider must provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

7.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of this Agreement; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit D (Insurance Requirements); and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the commencement date, Provider must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

ARTICLE 8. TERMINATION

8.1. 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 (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) 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 8.2 effective thirty (30) days after such notice was provided and Provider will be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Provider. 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 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 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. The notice procedures and other requirements set forth in this section will apply to this right to terminate.

8.3. 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.

8.4. If this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due Provider may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, in accordance with the "Rights in Documents and Work" provision of this Agreement.

8.5. 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 including recovery of costs incurred by County due to Provider's failure to comply with any term(s) of this Agreement.

8.6. 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 9. SUBCONTRACTING

9.1. 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.

9.2. 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 this Agreement.

9.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter into a subcontracting relationship with a third party and will not be an approval of any subcontracting document between Provider and its Subcontractor.

9.4. Regardless of subcontracting, Provider remains responsible for and must supervise the Services provided under this Agreement, and County is not responsible for Provider's or 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.

9.5. 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.

9.6. 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 its Subcontractors to agree to the requirements and obligations of this article.

9.7. Provider must pay its 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 B (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.

9.8. Provider must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Provider withholds an amount as retainage from Subcontractors or suppliers, Provider must 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 the 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.

9.9. Provider must reimburse County for all funds not used in compliance with this Agreement by Provider and its Subcontractors.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Provider and Subcontractors must not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. 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. County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, the Code. 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.

10.3. By January 1 of each year, Provider must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of

the entity and indicating whether the entity is majority-owned by persons fitting specified classifications. This provision does not apply if (a) Provider is a governmental entity, (b) this requirement is prohibited by federal or state law, or (c) this Agreement provides for a total maximum funding (inclusive of all Option Periods) of less than \$100,000.

ARTICLE 11. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

11.1. Financial Statements. Provider must provide to the Repository and the Contract Manager a copy of its annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for its fiscal year in which Provider receives County funds and for each of Provider's subsequent fiscal years until all County funds are expended and management letters generated.

These annual financial statements must account for all monies that Provider receives from County and include accompanying notes to the financial statements.

Within one hundred eighty (180) days after the close of each of Provider's fiscal years in which Provider accounts for funds under this Agreement, Provider must submit these annual financial statements simultaneously to the Repository and the Contract Manager.

Provider's late submission of the financial statements or absence of the accompanying notes entitles County to recover any payment made under this Agreement.

Provider acknowledges that submission of its audited financial statements to any other Broward County office, agency, or division does not comply with the requirement to submit the audited financial statements to the Repository and the Contract Manager.

11.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from its audited financial statements within one hundred eighty (180) days after the end of Provider's fiscal year.

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 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1. County's representative is the Contract Administrator as identified in Section 1.4 of this Agreement. Provider's representative responsible for the administration of the program(s) under this Agreement is the Executive Director of Provider.

12.2. Provider's authorized representative(s) is identified in Exhibit C-1 (Certification of Empowerment). Changes in Provider's authorized representative(s) in Exhibit C-1 must be communicated to County as directed in the "Compensation" article and the "Notices" section of this Agreement.

12.3. The empowered signatures of invoices under this Agreement for Provider are those individuals referenced in Exhibit C-2 (Authorized Invoice Signatures). Changes in the empowered

signatures in Exhibit C-2 must be communicated to County as directed in the "Notices" section of this Agreement.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES

13.1. 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.

13.2. 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:

13.2.1. Verification of liability protection and a completed Exhibit C-1 (Certification of Empowerment) and Exhibit C-2 (Authorized Invoice Signatures) must accompany this Agreement upon execution of this Agreement by Provider.

13.2.2. 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.

13.3. Provider represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13.4. Public Entity Crime Act. 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.

13.5. 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 is not a "scrutinized company" under Section 215.473 or

215.4725, Florida Statutes. Provider represents and certifies that it is not, and for 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 for the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

13.6. 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.

13.7. Verification of Employment Eligibility. Provider represents that Provider and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider will be liable for all costs incurred by County due to the termination.

13.8. 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 to perform such Services by all appropriate governmental authorities, where required, 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, and that the quality of all Services will equal or exceed prevailing industry standards for the provision of such Services.

13.9. Prohibited Telecommunications. Provider represents and certifies that Provider and all Subcontractors do not use, and for 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.

13.10. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Provider represents and certifies that Provider will comply with Section 26-125(d) for the term of this Agreement.

13.11. 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 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 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.

13.12. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 161/2-157 of the Code ("Act"), Provider certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

13.13. 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.

13.13.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.

13.13.2. 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.

13.13.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.

13.13.4. 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.

13.13.5. 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.

13.13.6. 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.

13.14. Client Records Protection. Provider represents that it has established and implemented policies and procedures that ensure compliance with the "HSSS Requirements" section of Exhibit A-1 (Scope of Services), as applicable, and all Applicable Law for the protection of confidential Client records and electronic exchange of confidential information.

13.15. 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: (a) recovery of damages incurred; (b) termination of this Agreement

without any further liability to Provider; (c) set off from any amounts due Provider the full amount of any damage incurred; and (d) debarment of Provider.

ARTICLE 14. MISCELLANEOUS

14.1. Contract Administrator Authority. Provider acknowledges that the Contract Administrator and Contract Manager have 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 Code or the Broward County Administrative Code, the Contract Administrator and Contract Manager 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.

14.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing Services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Provider hereby transfers to County all rights, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider must ensure that the requirements of this section are included in all Provider's agreements with Subcontractor(s).

14.3. Public Records. Notwithstanding any other provision 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:

14.3.1. Keep and maintain public records required by County to perform the Services;

14.3.2. 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;

14.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

14.3.4. 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, 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 (a) that Provider contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) 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 declaration or affidavit in a form acceptable to County 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 attorneys' fees, 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) 357-5003, ECRENSHAW@BROWARD.ORG, 900 N.W. 31st AVENUE, SUITE 3000, FORT LAUDERDALE, FLORIDA 33311.

14.4. 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, and upon request to do so, Provider and all Subcontractors must make same available in written form at no cost to County. Provider must provide County with reasonable access to Provider's facilities, and County must be allowed to

interview all current or former 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 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 upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, Provider must make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Provider.

Provider must ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

14.5. 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.

14.6. 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.

14.7. Third-Party Beneficiaries. Neither Provider nor County intends to primarily or directly 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.

14.8. 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 below and is effective upon mailing or hand delivery (provided the contemporaneous email is also sent).

The addresses for notice will remain as set forth below unless and until changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Family Success Administration Division
Attn: Efreem Crenshaw, Director
900 N.W. 31st Avenue, Suite 3000, Fort Lauderdale, Florida 33311
Email address: ecrenshaw@broward.org
With copy to: bsantiagorivera@broward.org

FOR PROVIDER:

Legal Aid Service of Broward County, Inc.
Attn: Debra Koprowski, Executive Director
491 North State Road 7, Plantation, Florida 33317
Email address: dkoprowski@legalaid.org

14.9. 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 A-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 deemed 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 will not relieve Provider of its obligations under this Agreement unless County expressly agrees otherwise in writing.

14.10. 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.

14.11. 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 person 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, Provider must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

14.12. 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.

14.13. 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.

14.14. 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.

14.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

14.16. 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 service 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.

14.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.

14.18. 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.**

14.19. 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.

14.20. 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 Agreement.

14.21. 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) if requested by County, must 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.

14.22. Payable Interest.

14.22.1. 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.

14.22.2. 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).

14.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

14.24. 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, will constitute one and the same agreement.

14.25. Use of County Name or Logo; 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 must use the name "Broward County" and the official Broward County logo and must include the following statement: "The services provided by Legal Aid Service of Broward County, Inc. are a collaborative effort between Broward County and Legal Aid Service of Broward County, Inc. 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.

14.26. 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.

14.27. Anti-Human Trafficking. The provisions of this section apply if Provider is a nongovernmental entity. By execution of this Agreement by an 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 authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true.

14.28. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

14.29. 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, daycare, 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 (a) children's services provided in private residences or portions of facilities used for inpatient drug or alcohol treatment, (b) service providers whose sole source of applicable federal funds is Medicare or Medicaid, or (c) 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 Pro-Children 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.

14.30. 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.

[Remainder of Page Intentionally Left Blank]

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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____ 2025, and Provider, signing by and through its Executive Director, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

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

By: _____
Mayor

____ 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

Ronald Honick Digitally signed by Ronald Honick
Date: 2025.09.24 14:47:32 -04'00'
By: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

Danielle W. French Digitally signed by Danielle W.
French
Date: 2025.09.25 09:35:45 -04'00'
By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

RJH/bh
Legal Aid-26-FSAD-LASBC-1
09/18/2025
#60068

**AGREEMENT BETWEEN BROWARD COUNTY AND
LEGAL AID SERVICE OF BROWARD COUNTY, INC.**

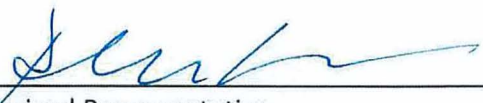
FOR LEGAL SERVICES

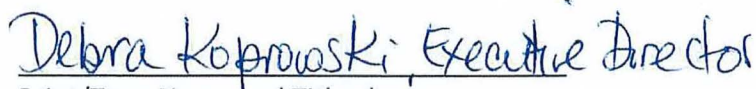
Agreement #26-FSAD-LASBC-1

Note: Only persons authorized to sign this contract on behalf of Provider may sign below. Provider must show proof of empowerment for the person signing on behalf of Provider as required by Exhibit C-1.

PROVIDER

Legal Aid Service of Broward County, Inc.

By: 
Authorized Representative


Print/Type Name and Title above

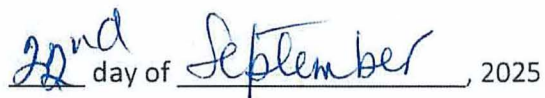


Exhibit A-1
Scope of Services

Agreement #: 26-FSAD-LASBC-01

Provider: Legal Aid Service of Broward County, Inc.

Program: Legal Aid Program Services

Program #: N/A

I. Scope of Services:

A. Program Services: Provider must provide civil legal services, including advocacy, arbitration, public benefit application and forms assistance, legal advice, legal representation, mediation, paralegal assistance, and self-representation assistance. Provider must also help address clients' immediate needs by referring clients to appropriate agencies to secure public benefits such as food stamps, social security, and housing assistance.

B. Population of Focus: Individuals who meet all the eligibility criteria below ("Clients").

1. Eligibility Criteria: To be eligible for Services, an individual must reside in Broward County and have a household income less than or equal to 300% of the applicable Federal Poverty Guideline.

2. Documentation of Eligibility: Provider must screen all prospective Clients for documentation of residency and documentation of income.

a. Acceptable documentation of residency includes state issued identification card, declaration of domicile from Broward County Records, Taxes and Treasury Division, copy of the Florida homestead exemption from the Broward County Property Appraiser showing current address, utility bill, current Florida voter registration card, bank statement, vehicle insurance and registration, or affidavit or certification of homelessness.

b. Acceptable documentation of income includes wages and tax statement (W-2 and/or 1099 forms), two (2) most recent consecutive pay stubs, prior year's 1040 federal income tax return, proof of current public assistance from any program requiring less than or equal to 300% of the Federal poverty guidelines, copy of disability benefits letter or unemployment benefits letter showing that prospective Client is receiving such benefits, or other proof of income or income status verified by prospective Client attestation, or prospective Client's legal caregiver if needed.

C. Provider must serve a minimum of four hundred (400) unduplicated Clients facing eviction, a minimum of two hundred (200) unduplicated Clients with homeownership preservation issues, a minimum of one hundred (100) unduplicated dependent children, and a minimum of one hundred (100) unduplicated undocumented immigrants and victims of domestic violence, violent crime, abandonment, abuse, or neglect must be provided services under this Agreement annually.

D. The following Services must be provided:

1. Legal Services by Attorney:

- a. Cost of Unit of Service: \$94.50
- b. Unit Definition: One (1) hour of civil legal services from an attorney, billable in quarter-hour increments

2. Legal Services by Paralegal:

- a. Cost of Unit of Service: \$74.00
- b. Unit Definition: One (1) hour of civil legal assistance from a paralegal billable in quarter-hour increments

3. Administrative Services:

- a. Cost of Unit of Service: No set value, but total must not exceed 15% of the total allocated funding amount in the Initial Term or any Option Period.
- b. Unit Definition: Costs that support the operation of the Provider's agency. In general, administrative costs include the costs of overall program management, budgeting, coordination, monitoring, reporting, and evaluation tied to the funded program. These costs include: (a) salaries, wages, and related costs of the Provider's staff, subcontractors, or other staff engaged in program administration; (b) travel costs incurred for monitoring of subcontractors, (c) rental or purchase of equipment, (d) insurance, (e) utilities, (f) office supplies, and (g) rental and maintenance (but not purchase) of office space.

E. Standards and Other Requirements: Provider must adhere to the standards and other requirements below.

1. Standards:

- a. Each attorney providing Services must be a member in good standing with the Florida Bar.
- b. Each Paralegal providing Services must have completed formal paralegal education or have a minimum of one year of experience as a paralegal under the supervision of a licensed attorney.

2. Other Requirements:

- a. Statistical Demographic Records: Provider must maintain information on overall Client demographics, including age, gender, race, and ethnicity.
- b. Provider must track each Client's household income, other public benefits each Client received, what Services each Client received from Provider, and Client satisfaction survey results.
- c. Provider must submit all reports required by this Agreement within the designated time frames as indicated in Exhibit A-3 (Required Reports and Submission Dates).

- d. If services similar or identical to those in this Agreement are purchased and/or subsidized in whole or in part by another funding source ("Similar Services") within thirty (30) calendar days of a written request by County, Provider must submit a written report concerning the Similar Services containing the same level of information as required for invoices and supporting documentation, as well as monitoring reports and/or accreditation reports.
- e. Provider must submit a complete Quarterly Outcome Report consisting of a Quarterly Demographic/Performance Report and a Quarterly Narrative Report. Quarterly reporting is to be submitted in conjunction with the respective monthly invoice each quarter.
- f. Client Satisfaction Surveys: Provider must annually administer electronically or in-person a Client Satisfaction Survey to each Client served. To increase response rates, Providers may use multiple delivery channels like email or in-app surveys, as well as emphasizing responder anonymity and how the feedback will be used. Providers are required to incorporate the following question into their survey process or provide Clients an opportunity to rate their overall experience by asking: **"How would you rate the overall services in general?"** and using a 5-point Likert Scale. Provider must compile the results of the Client Satisfaction Surveys ("Compiled Results") and report those results with the July invoice. Compiled Results must be reported on Provider's survey form with the total range and number of responses received corresponding to each question asked. Provider must also submit an analysis of the Compiled Results and an action plan to improve delivery of Services for the remaining period of the current term and any subsequent renewal term. Provider's analysis of the Compiled Results must include the total number of surveys administered and the total number of surveys completed.
- g. Nothing in this Agreement will be construed as requiring Provider to give access to any file or record that is confidential, protected by attorney-client privilege, or protected by provisions of the Rules Regulating the Florida Bar relating to an attorney's obligation to preserve confidences or secrets of a Client, including in Chapter 4.

F. Provider may not subcontract Services under this Agreement. No subcontractors have been identified or approved for participation with this Agreement.

G. Locations, days, and hours of service: Services must be provided five (5) days a week, Monday through Friday, 9:00 a.m. to 5:00 p.m., at Legal Aid Service of Broward County, Inc., 491 North State Road 7, Plantation, Florida 33317. Services may also be delivered from remote telework locations or at locations as required to deliver appropriate support.

H. Commission District: At the date of execution of this Agreement, the Provider's service hub is located in the following Commission District: 9

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

Exhibit A-2
Outcomes and Indicators

Outcomes	Outcome Indicators	Data Source	Data Collection Method (Who collects data, when, and how; special calculation instructions if needed)
Clients facing eviction receive Services.	50% of Clients who received Services and whose cases were closed either avoid eviction or negotiate a termination of tenancy agreement.	Intake, assessment, and case disposition forms are collected and maintained in Client files. Data is entered and maintained in Provider's case management data system.	Data is compiled by Provider staff from closure notes completed by Provider's attorney at closure. Provider compiles data and reports to County quarterly.
Clients with homeownership preservation issues receive Services.	50% of Clients who received Services and whose cases were closed will avoid loss of their homes.	Intake, assessment, and case disposition forms are collected and maintained in Client files. Data is entered and maintained in Provider's case management data system.	Data is compiled by Provider staff from closure notes completed by Provider's attorney at closure. Provider compiles data and reports to County quarterly.
Clients who are dependent children receive Services.	40% of dependent children who received Services and whose cases were closed will have attained an appropriate permanency goal.	Intake, assessment, and case disposition forms are collected and maintained in Client files. Data is entered and maintained in Provider's case management data system.	Data is compiled by Provider staff from closure notes completed by Provider attorney at closure. Provider compiles data and reports to County quarterly.
Clients who are undocumented immigrants receive Services to avoid deportation and/or to facilitate family reunification. Lawful permanent residents receive counseling, advice, and/or representation on citizenship issues to avoid deportation or finalize their immigration status.	50% of Clients who received Services and whose cases were closed will have attained an appropriate immigration goal or status to avoid deportation, and/or to facilitate family reunification, or to finalize immigration status.	Intake, assessment, and case disposition forms are collected and maintained in Client files. Data is entered and maintained in Provider's case management data system.	Data is compiled by administrative staff from closure notes completed by attorney at closure. Provider compiles data and reports to County quarterly.

Exhibit A-3
Required Reports and Submission Dates

Report	Due Date/Frequency	# Copies to be provided via email
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
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Self-Insured Verification		1 copy
Continuity of Operation Plan (COOP)	Due upon execution of this Agreement and annually on April 15th	1 copy
Invoice and supporting documentation	Due on or before the 10th day of each month	1 copy
Quarterly Outcomes Report consisting of the Quarterly Demographic/Performance Report and the Quarterly Narrative Report	Due on or before the 10th day of each quarter	1 copy
Current Certificate of Insurance	Due prior to expiration; submit to Repository with a copy to Contract Manager	1 copy
Audited Financial Statement	Due within 180 days after the close of Provider's fiscal year end; submit to Repository and copy to Contract Administrator	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	Due on or before July 15th of each year	1 copy
Monitoring and/or Accreditation Reports for Similar Services	Due within 30 days of receipt of County's request	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: Electronic copies to be emailed to Contract Administrator at bsantiagorivera@broward.org with copy to fsad_providers@broward.org. 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 B
Certification of Payments to Subcontractors and Suppliers

*[To be completed at time of invoice submittal]

Agreement #: 26-FSAD-LASBC-1

The undersigned Provider 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

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

Dated _____, 20__

Provider: _____

By: _____
Signature

By: _____
Name and Title

STATE OF)
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.

By: _____
Signature of Notary Public

Name: _____
Print, Type, or Stamp Name of Notary

(NOTARY SEAL)

My commission expires: _____

Exhibit C-1
Certification of Empowerment

Agreement #: 26-FSAD-LASBC-1

Debra Hoprowski Executive Director

(Name and Title Typewritten or Clearly Printed)

(Name and Title Typewritten or Clearly Printed)

is/are duly authorized to sign on behalf of Legal Aid Service of Broward County, Inc. ("Provider"), this Agreement (including amendments thereto) between County and Provider. The signature of the above-named person(s) binds Provider to the terms and conditions of this Agreement, as amended.

This authorization is conferred upon the person(s) 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.):*

Board Motion and vote duly recorded in
the minutes, December 4th, 2025.

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



Authorized Representative

Authorized Representative

Date

9/22/25.

Date

Exhibit C-2
Authorized Invoice Signatures

Agreement #: 26-FSAD-LASBC-1

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Legal Aid Service of Broward County, Inc. ("Provider"), as required by this Agreement between County and Provider:

Debra Koprowski, Executive Director
(Name and Title Typewritten or Clearly Printed)

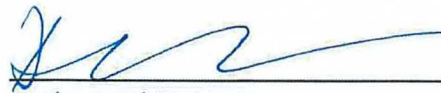
(Name and Title Typewritten or Clearly Printed)

(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.):*

Board Motion and vote duly recorded in the
minutes, December 4th, 2024.

Appearing below are samples of the authorized signatures.

 9/22/25
Authorized Signature Date

Authorized Signature Date

Authorized Signature Date

Exhibit D Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

Project: Legal Services
Agency: Family Success Administration Division

TYPE OF INSURANCE	ADDITIONAL INSURANCE	SUBSTITUTE WARRANTY	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☐ Premises-Operations ☐ NCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-owned ☐ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKERS' COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)			Each Claim	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
☐ CYBER LIABILITY			Each Claim:		
			*Maximum Deductible:		
<i>Description of Operations:</i> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by COLLEEN POUNALL Date: 2025.09.11 16:19:28 -0400 Risk Management Division		

Exhibit E
Program Monitoring and Evaluation

County conducts monitoring of contracted providers to ensure service standards are met and to determine compliance with the requirements of their agreement at least once annually. When monitoring a contracted provider, County will monitor the components of the specific contracted services only, providers will not be held responsible for service components not within the purview of the program category. When Provider has agreements with more than one Division, the requirements of each agreement are reviewed at once, to avoid the unnecessary disruption of the provider's day-to-day operations.

- I. On-site Monitoring and Evaluation Visit: Prior to an on-site monitoring visit, it is important for the reviewer to have a full understanding of the stated goals and objectives of the approved project, and compliance or financial concerns, management problems or other impediments to the contracted provider achieving its goals. Providers are informed of the monitoring date via a formal letter from the Contract Administrator. The dates noted in the letter cannot be modified unless the contracted provider makes a formal request at least forty-five (45) calendar days prior to the visit occurring. The approval of the request for change in the monitoring dates is not guaranteed as there are multiple factors to be considered, however the goal is to work collaboratively with all parties to ensure an efficient and "hassle free" monitoring visit.
- II. Desktop Monitoring and Evaluation: Depending on the type of services provided or in an instance where emergency conditions are declared throughout Broward County, a desktop monitoring and evaluation may be necessary in place of an on-site monitoring visit. During the desktop monitoring, Provider is required to submit requested documentation to County for review and analysis. This type of review is completed to verify the documentation of information submitted by the contracted provider throughout the evaluation period.
- III. Access Requirements:
 - A. Provider must allow County personnel reasonable access to its administrative and service delivery sites during all announced and unannounced visits for County personnel examination of agreement-related records and data, observation of service delivery, and interaction between Clients and Provider staff. Designated County staff will maintain confidentiality of Client services and records in accordance with any Applicable Law mandating such confidentiality.
 - B. Provider must make all records and Client files relevant to this Agreement available for County inspection, review, copying, and/or audit during the term of the Agreement and for five (5) years beyond. If any of the documentation is not readily available, County will suspend payments until it is available and provided.
 - C. Provider will permit designated County staff to use digital photography to record the condition of its facilities unless prohibited by law or waived in writing by the

Contract Manager. Designated County staff will make a good faith effort to prevent photography of any Client, unless needed to record the Client's condition.

- IV. Scope of Review: The Monitoring and Evaluation is typically comprised of the elements listed below. The review may include additional elements, as needed, depending on the type of contracted services. Contracted providers must consider all the evaluation items while developing, implementing, and practicing their programs, and to seek clarification and/or technical assistance, as needed. Once the monitoring and evaluation is completed, a copy of the final report including all findings and/or recommendations is submitted to the provider. The Contract Administrator utilizes this report to provide technical assistance to the contracted provider to correct any issues and assist in the improvement of service delivery.

A. Administrative Compliance

1. Provider's staff attend meetings and/or trainings related to contracted services as required by County.
2. If applicable, Provider complies with County's Human Services Software System for Client information as required by this Agreement.
3. If applicable, Provider has submitted its Continuity Plan (formerly, Continuity of Operations Plan or COOP) as required by this Agreement.
4. Provider has a policy in place to ensure that Clients obtain adequate and essential referrals and linkages to maintain continuity of services.
5. Provider has insurance policies in place as required by this Agreement.
6. Provider has a system for Continuous Quality Improvement (CQI).
7. Provider has the following policies in place and up to date: Americans with Disabilities Act (ADA) policy, Equal Employment Opportunity (EEO) Policy, nondiscrimination policies for Clients and employees, disadvantaged business enterprise policy, and HIPAA policy, as applicable.
8. Provider has a written policy that establishes a formal process to deal with employee complaints concerning illegal activities in the organization, and that prevents retaliation.
9. Provider has the following up-to-date postings conspicuously displayed at Provider's location(s):
 - a. Florida State Required Posters: Anti-Fraud Notice, Florida Minimum Wage, Discrimination Notice, Unemployment Insurance/Compensation, Florida Equal Employment Opportunity, Worker's Compensation, Child Labor Law Summary of Work Hours.
 - b. Federal Required Posters: Family and Medical Leave Act (FMLA), Equal Employment Opportunity (EEO), Safety and Health in the Workplace (OSHA 3165)/Whistleblower, Fair Labor Standards Act (FLSA) Federal Minimum

Wage, Uniform Services Employment and Reemployment Rights Act (USERRA), Anti-Discrimination, Employee Polygraph Protection Act, Genetic Information Nondiscrimination Act (GINA), and IRS Withholding Notice.

- c. Hotline numbers to report cases of child abuse and/or elder abuse.
10. Provider ensures that staffing patterns and staff qualifications are sufficient to provide community-tailored services described in this Agreement.
11. Mission Statement
- a. Provider's Mission Statement is posted in view of Clients.
 - b. Services are consistent with Provider's Mission Statement.
12. Code of Ethics
- a. Provider has a written Code of Ethics that reflects its principles, philosophy, values for service delivery, and interaction with Clients.
 - b. Provider orients staff to the Code of Ethics.
 - c. Provider maintains written procedures to investigate and respond to alleged violations of the Code of Ethics.
13. Clients' Rights, Confidentiality, Grievance, and Waiting List Procedures
- a. Provider has a Clients' Rights policy that is distributed to Clients and its staff. The Clients' Rights policy assures that the Clients' decisions and needs drive the treatment process and assures a fair process of review if the Client believes they have been mistreated, poorly served, or wrongly discharged from services. Services will be made available to all who are eligible and seeking services. Provider must have written eligibility criteria for individuals seeking services.
 - b. Provider must have written policies for Clients' confidentiality and release of confidential information. Provider has a policy that describes under what circumstances Client information can be released (name of agency or individual with whom information will be shared, information to be shared, duration of the release consent, and Client's signature).
 - c. Provider has grievance procedures that are distributed to its staff and Clients.
 - d. Provider must keep grievances filed by Clients or its employees with dispositions for County's review during monitoring visits.
 - e. Provider will have written criteria for ranking eligible Clients for access to services when waiting lists exist.
14. Client File Management
- a. Active and inactive Client files are stored and maintained in a controlled and secure area.

- b. Client records are not removed from Provider's premises, unless otherwise required by law or otherwise authorized by Provider's written policies and procedures.
- c. Access to Client records is limited to authorized personnel of Provider and County personnel responsible for compliance review or audit.
- d. Client records are not left unattended in areas accessible to unauthorized individuals.
- e. Access to electronic Client data is controlled through user access management, limiting what the user is authorized to view or modify.
- f. Written consent or authorization, signed by the Client, is obtained for release of Client records and information unless otherwise required by law.
- g. Requests by Clients to view their personal files are honored in a timely manner and reviewed only in the presence of an authorized Provider staff person.
- h. Provider conducts an orientation for new employees and volunteers. Each employee and volunteer signs for receipt of Provider's policies and procedures, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies.
- i. Access to confidential passwords and electronic files related to Provider's Client Management System and, if applicable, County's designated Human Services Software System (HSSS) is limited.
- j. Procedures that address Client file identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing are implemented.
- k. Client files are safeguarded in the event of an emergency.
- l. Provider follows procedures for acceptable error corrections in Clients' files (no correction fluid or strikeouts that result in illegible original entry).
- m. If logs or sign-in sheets are used, start and end times, and dates of service must be in Clients' files. Progress notes in the Clients' files must match logs and sign-in sheets, as applicable.

15. Emergency Preparedness Plan

- a. Provider has a formal emergency preparedness plan that covers workplace violence, fire, flood, hurricanes, bomb threats, civil unrest, pandemics, and other potential emergencies.
- b. Provider has emergency procedures for contacting its staff and Clients; securing facilities, equipment, and vital records; and providing services before, during, and after an emergency event.

16. Service Facility

- a. Interior and exterior of premises are clean and well-maintained.
- b. Restrooms are clean and appropriately equipped with supplies.
- c. Separate space is allocated for administrative and direct service use.
- d. Privacy is provided for Clients receiving services.
- e. Routine fire safety inspections have been conducted indicating compliance.

17. Fiscal Practices

- a. Provider must follow sound financial guidelines documented in a current Accounting Policy and Procedures Manual, including distribution of duties adequate to safeguard assets.
- b. Provider's government contracts, purchase of service agreements, and grant agreements are in writing, and reviewed by a staff member of the organization to monitor compliance with all stated conditions.
- c. Provider reports current and complete disclosures of financial results of each funded program quarterly and annually to the Board of Directors.
- d. Provider has an annual or multi-year financial plan addressing long term solvency and continuity of services.
- e. Provider has established a plan identifying actions to take in the event of a reduction or loss in monetary resources, including a plan to establish a reserve of funds to cover at least three months of operating expenses.
- f. Provider must maintain all original payroll and employee benefit documentation, receipts, paid invoices, canceled checks, or any other source documentation for reimbursement of expenses.
- g. Provider must file all federal payroll taxes and reports (including IRS form #990) accurately and timely.
- h. Provider must maintain a program budget that captures all program expenses and regularly (at least quarterly) track and report on expenditures versus budgeted amounts.
- i. Provider's yearly audited financial statements must fairly reflect the financial standing of Provider and address any findings or notes in the audit.
- j. Bank statements are reconciled monthly by a different employee than the one preparing checks. The preparer of the reconciliation report and the immediate supervisor sign the reconciliation, adjustments are properly documented and explained. Review of bank statements show that no checks have been returned due to insufficient funds and reflect a positive balance at the end of the month. Provider has a policy for signing checks (i.e., checks more than XX amount require two signatures), storing blank checks securely (under lock and

key), enforcing check expiration dates, and mutilating voided checks in some manner (i.e., Signature section removed, and "VOID" indicated).

B. Client File Contents

Provider must maintain a case file for each Client served. At a minimum, the file must contain the following:

1. Intake information with Client demographics and documentation of eligibility.
2. Signed releases for information that will be obtained "as needed" based on Provider's policy and signed releases for any referrals made on behalf of the Client.
3. Dates and times of service with notation of service provided and relevant progress notes.
4. Case closure notes.
5. Completed client satisfaction survey results reporting on the effectiveness of services provided.

C. Personnel/Volunteer File Review

1. Provider must maintain current organizational chart(s) indicating the staff positions within the agency and the lines of authority.
2. Personnel files must be maintained in a secured location. Employee medical information must be maintained in a separate locked file.
3. Personnel files must include:
 - a. Employee or volunteer signed application or resume.
 - b. Current W-4 Form.
 - c. Documentation and verification of any degrees, certification, or licensure for applicable volunteers or employees.
 - d. Completed and signed annual performance evaluations for staff employed over one year indicating that the evaluation was completed in a timely manner.
 - e. Completed Federal USCIS Form I-9 and/or E-Verify.
 - f. Job description relevant to the position held with documentation of receipt by the volunteer or employee. Performance standards and key indicators for performance, reporting relationships, and essential functions for each employee.
 - g. Background screening according to federal, state, and local statutes. Provider is to conduct and maintain the results of these screening requirements for volunteers and employees based on the population served.
 - h. Documentation of pre-employment reference checks.

- i. Evidence that an employee physical, TB test, and drug screening were completed.
- j. Verification of volunteer's or employee's receipt of policies and procedures manual or employee handbook, as well as proof of employee's receipt of ongoing access to policies and procedures.
- k. For employees that transport Clients, evidence of a current driver's license and automobile insurance.

D. Invoice and Billing

- 1. Invoices must be submitted according to contract schedule.
- 2. Procedures must be established and implemented to eliminate duplicate billing between multiple County contracts and other funding sources.
- 3. Original documentation for cost reimbursement items and expenses must be obtained and maintained.

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