REFERRAL RATE AGREEMENT BETWEEN BROWARD COUNTY AND VENDOR FOR COMMUNITY-BASED SERVICES FOR THE ELDERLY

This Referral Rate Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the Vendor identified in the attached Exhibit A, Agreement Specifications ("Vendor"), each a "Party" and collectively referred to as the "Parties."

RECITALS

A. County's Elderly and Veterans Services Division ("EVSD") is the lead agency for the state-funded Community Care for the Elderly program and is responsible for the continuum of home- and community-based services that help elderly residents live in the least restrictive settings.

B. This Agreement will enable qualified vendors to provide home- and community-based services to Broward residents who are sixty (60) years of age or older and functionally impaired.

C. The services under this Agreement would not otherwise be funded by another public funding source.

D. Funding given to Vendor 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 may be amended.

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

1.3. **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, the Director of the Broward County Elderly and Veterans Services Division, or such other person designated in writing by the Director of the Elderly and Veterans Services Division.

1.4. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year (October 1 through September 30), as specified in Exhibit A, Agreement Specifications.

1.5. **Services** means all work required of Vendor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, programs, and services specified in the Scope of Services attached as Exhibit B.

1.6. **Subcontractor** means an entity or individual, including subconsultants, providing services to County through Vendor, regardless of tier.

ARTICLE 2. SCOPE OF SERVICES

2.1. Vendor must perform the applicable Service(s) for which Vendor is licensed, including, without limitation, the work specified in Exhibit B (the "Scope of Services"). The Scope of Services is a description of Vendor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Vendor impractical, illogical, or unconscionable.

2.2. At the request of County, Vendor must participate in County's designated client information software system as further described in the Scope of Services. Vendor must work with County to eliminate duplication in Services and personnel among other health and human services organizations that receive funds from County. Vendor must work with County to ensure that all Applicable Law regarding confidentiality are adhered to in collecting and reporting client information. Vendor will use its staff who provide case management functions in a coordinated effort with County and other health and human services providers so that its staff is assigned at the client's first point of entry into the human services network. Vendor will be responsible for coordinating Services for specific families and households and conducting follow-up activities designed to prevent clients from becoming dependent on the Services after restorative Services are completed.

ARTICLE 3. TERM OF AGREEMENT

3.1. Term. This Agreement begins and ends on the dates specified in Exhibit A (Agreement Specifications) unless otherwise terminated or extended as provided in this Agreement. Subject to the availability of funding and annual appropriation by the Board, the Contract Administrator may renew the Agreement on the same terms and conditions stated in this Agreement for up to two (2) additional one-year Option Periods as provided in Exhibit A or as otherwise approved by the Board. To exercise an Option Period, the Contract Administrator must notify Vendor 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 Vendor objects to the exercise of the Option Period prior to the date on which the Option Period will begin. The term of this Agreement includes the initial term, Option Period(s), and any extension(s) of the Agreement.

3.2. Continuity of Services. If the Contract Administrator determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Agreement would result

in a gap in the provision of the Services, then upon the Board's approval of funds, the term of this Agreement may be extended by the Broward County Administrator and Vendor for a period not to exceed six (6) months.

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

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

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

3.3.3. Demonstrated financial stability by Vendor; and

3.3.4. 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 this Agreement for any subsequent renewal or extension period.

3.4. 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. COMPENSATION

4.1. Maximum Amounts. For all Services provided under this Agreement, County will reimburse Vendor in accordance with the rates stated in Exhibit C (Approved Vendor Rates). Payment will be made only for Services actually performed and completed under this Agreement as set forth in Exhibit C, which amount must be accepted by Vendor as full compensation for all such Services. Vendor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Vendor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Vendor's obligation to perform all applicable Services.

4.2. Renewal Rates. County funding under this Agreement relates exclusively to the initial term of the Agreement, and County is not obligated to fund Vendor beyond the initial term. If the Contract Administrator exercises an Option Period under this Agreement, or if this Agreement is extended in accordance with Article 3, Vendor will be compensated at the rates in effect, unless otherwise expressly stated in Exhibit C, when County notifies Vendor of the renewal or extension. Vendor must continue to provide the Services upon the same terms stated in this Agreement for any renewal or extension period.

4.3. Method of Billing and Payment.

4.3.1. Vendor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. An electronic invoice in substantially the

form attached as Exhibit D-1 or D-2 (Sample Invoice) is due in accordance with the program-specific invoice schedules attached as Exhibits E-1, E-2, and E-3 (Invoice Due Dates), as may be amended. The invoices must describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If Vendor subcontracts any Service(s) under this Agreement, Vendor must submit a Certification of Payments to Subcontractors and Suppliers (Exhibit H) with each invoice that includes Services performed by a Subcontractor. The certification must be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

4.3.2. County will pay Vendor within thirty (30) days after receipt of Vendor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the 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 on the invoice described above in Section 4.3.1 and in accordance with instructions prescribed by the Contract Administrator. Payments will be sent to Vendor's address as provided in the Official Payee section in Exhibit A unless otherwise requested by Vendor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Vendor to comply with a term, condition, or requirement of this Agreement.

4.3.3. Vendor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Vendor withholds an amount as retainage from Subcontractors or suppliers, Vendor must release the retainage and pay it within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection is a material breach of this Agreement unless Vendor 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, Vendor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Vendor must include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

4.3.4. Corrected Invoices.

4.3.4.1. If Vendor discovers that it has previously submitted an incorrect invoice and has already been paid by County, Vendor must include the necessary corrections on the next regular invoice due after discovering the error. Unless the Contract Administrator has authorized or requested additional corrections, corrected billing is limited to one (1) submission for any service period (as specified in the applicable *Invoice Due Dates* exhibits) in which Services were rendered. For service periods from July through April, corrected invoices must be received by County no later

than ninety (90) days after the original due date of the invoice being corrected. For service periods of May and June, corrected invoices must be received by County no later than ten (10) business days after the end of the then-current term of the Agreement. Vendor 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 Vendor's authorized representative summarizing the corrections, explaining the reason for the error, and detailing the actions Vendor is taking to prevent recurrence of the error.

4.3.4.2. If County determines that Vendor has previously incorrectly billed and was reimbursed for a period within the current term of the Agreement, Vendor 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, Vendor must pay County within forty-five (45) days after receipt of written notice from County.

4.3.4.3. Invoices or documentation returned to Vendor for corrections will not be considered as submitted and will be cause for delay in County's issuance of payment to Vendor without the accrual of interest on any payments owed by County to Vendor. Vendor 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 to Vendor.

4.3.4.4. The certification statement on the monthly invoice submitted by Vendor must be signed by Vendor's duly authorized representative(s).

4.4. Subcontractors. If subcontracting is authorized in writing by the Contract Administrator, Vendor must invoice Subcontractor fees only in the actual amount paid by Vendor, without markup or other adjustment.

4.5. 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) Vendor's failure to comply with any provision of this Agreement. The amount withheld will not be subject to payment of interest by County.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor, and that neither the execution nor performance of this Agreement constitutes a breach of any

agreement that Vendor has with any third party or violates Applicable Law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

5.2. Minimum Standards of Performance and Warranty of Licensure. Vendor represents that Vendor is a licensed entity or is registered in the State of Florida, and Vendor will continue to be so licensed or registered for the duration of the term of this Agreement. Vendor must adhere to the minimum preservice and in-service training requirements as required by licensure and as required in Chapter 400, Florida Statutes.

5.3. Public Entity Crime Act. Vendor 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. Vendor 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 Vendor has been placed on the convicted vendor list.

5.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Vendor 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 Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the term of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

5.5. Claims Against Vendor. Vendor 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 Vendor, threatened against or affecting Vendor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Vendor 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 Vendor or on the ability of Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

5.6. Verification of Employment Eligibility. Vendor represents that Vendor 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 Vendor violates this section, County may immediately terminate this Agreement for cause and Vendor will be liable for all costs incurred by County due to the termination.

5.7. Warranty of Performance. Vendor 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 the Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which such person or entity will render Services. Vendor 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.

5.8. Prohibited Telecommunications. Vendor represents and certifies that Vendor and all Subcontractors do not use, and for the term of the 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.

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

5.10. Entities of the Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Vendor hereby attests under penalty of perjury as follows: Vendor 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 Vendor; and the undersigned authorized representative of Vendor 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 will have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5.11. Additional Representations. Vendor represents and certifies to County that, upon its execution of the Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Vendor must immediately provide written notice to the Contract Administrator:

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

5.11.2. Vendor 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.

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

5.11.4. Vendor 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 Vendor's financial position.

5.11.5. If Vendor is operating a facility or providing a service that requires any type of licensure, including, but not limited to, licensure under Applicable Law, Vendor maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.

5.11.6. When applicable, Vendor 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. Vendor must maintain these screening requirements and records of same for volunteers and employees based on the population served.

5.12. Breach of Representations. Vendor acknowledges that County is materially relying on the representations, warranties, and certifications of Vendor stated in this article, and County will be 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 Vendor, (c) set off from any amounts due Vendor the full amount of any damage incurred, and (d) debarment of Vendor.

ARTICLE 6. INDEMNIFICATION; SOVEREIGN IMMUNITY

6.1. Vendor 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 Vendor, or any intentional, reckless, or negligent act or omission of Vendor, 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, Vendor 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 survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor 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 will not be subject to payment of interest by County.

6.2. If Vendor is a governmental entity, Vendor is excused from complying with Section 6.1. above for any Claim for which County may not be indemnified under Section 768.28(19), Florida Statutes.

6.3. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or by Vendor (if Vendor is a governmental entity), nor will anything included herein be construed as consent by County or by Vendor (if Vendor is a governmental entity) 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, Vendor must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit G (Insurance Requirements) in accordance with the terms and conditions of this article. Vendor must maintain insurance coverage against claims relating to any act or omission by Vendor, 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. Vendor must ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit G on all policies required under this article.

7.3. On or before the effective date of this Agreement or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Vendor 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, Vendor must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

7.4. Vendor 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 Vendor has been completed, as determined by the Contract Administrator. Vendor 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 Vendor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit G, County will be entitled to all such broader coverage 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 will be in excess of and will not contribute to the insurance required and provided by Vendor.

7.7. Vendor must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit G and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Vendor will be solely responsible for and will pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Vendor 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Vendor will obtain same in endorsements to the required policies.

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

7.9. Vendor 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 Vendor under this article. Vendor 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. Vendor must not permit any Subcontractors to provide Services unless and until all applicable requirements of this article are satisfied.

7.10. If Vendor 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 Vendor. If requested by County, Vendor 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; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit G; 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 effective date of this Agreement, Vendor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit G.

7.12. The provisions of this Section 7.12 apply only if Vendor is a governmental entity.

7.12.1. As a governmental entity, Vendor is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.12.2. Upon request by County, Vendor must provide County with written verification of liability protection that meets the requirements of Florida law. If Vendor holds any excess liability coverage, Vendor must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.12.3. If Vendor maintains broader coverage or higher limits than the minimum coverage required under Florida law, County will be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements will apply to Vendor's self-insurance.

7.12.4. If Vendor contracts with a Subcontractor to provide any of the Services set forth in this Agreement, Vendor must require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. Vendor must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Vendor must not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, Vendor must furnish evidence of insurance of all such Subcontractors.

7.12.5. County reserves the right to review any and all insurance policies in the event of a controverted claim, and to reasonably adjust the limits and/or types of coverage required in this Agreement, from time to time throughout the term of this Agreement.

7.12.6. Coverage for any insurance required by this article is not to cease and is to remain in full force and effect until all performance required of Vendor is completed.

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, Vendor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instances, 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 Vendor 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 Vendor. Vendor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including

in the form of County's obligation to provide advance written notice to Vendor 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, Vendor 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 Vendor for Services under this Agreement.

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 through the Contract Administrator that must 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 Vendor 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 Vendor'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, Vendor 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 the 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. EQUAL EMPLOYMENT OPPORTUNITY

Vendor 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. Vendor 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.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Vendor to manage and supervise the performance of this Agreement. Vendor acknowledges that the Contract Administrator has no authority to

make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

10.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Vendor in connection with performing Services whether finished or unfinished ("Documents and Work") will be owned by County, and Vendor 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 Vendor to the Contract Administrator within seven (7) days after expiration or termination of this Agreement. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor must ensure that the requirements of this section are included in all Vendor's agreements with Subcontractor(s).

10.3. 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 Vendor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Vendor must:

10.3.1. Keep and maintain public records required by County to perform the Services under this Agreement;

10.3.2. 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;

10.3.3. 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

10.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Vendor or keep and maintain public records required by County to perform the Services. If Vendor transfers the records to County, Vendor must destroy any duplicate public records that are exempt or confidential and exempt. If Vendor keeps and maintains the public records, Vendor 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 Vendor receives a request for public records regarding this Agreement or the Services under this Agreement, Vendor 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.

Vendor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Vendor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Vendor asserts a right to withhold as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Vendor 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, Vendor 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 Vendor as Restricted Material, County will refrain from disclosing such material, unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Vendor, or the claimed exemption is waived. Any failure by Vendor to strictly comply with the requirements of this section will constitute Vendor's waiver of County's obligation to treat the records as Restricted Material. Vendor 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 any Restricted Material in response to a third-party request.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6622, FMUNOZ@BROWARD.ORG, ELDERLY AND VETERANS SERVICES DIVISION, 1 NORTH UNIVERSITY DRIVE, SUITE 4108B, PLANTATION, FLORIDA 33324.

10.4. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Vendor and all Subcontractors that are related to this Agreement. Vendor and all Subcontractors must keep 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, Vendor and all Subcontractors must make same available in written form at no cost to County. Vendor must provide County with reasonable access to Vendor's

facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Vendor 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 article will survive any dispute or litigation between the Parties, and Vendor expressly acknowledges and agrees to be bound by this article 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). Vendor hereby grants County the right to conduct such audit or review at Vendor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Vendor 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 Vendor in excess of five percent (5%) of the total contract billings reviewed by County, Vendor 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 Vendor.

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

10.5. 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 Vendor 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"), Vendor must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form attached as Exhibit F. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Vendor 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 Vendor'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. Vendor must ensure that the requirements of this section are included in all agreements with Subcontractors.

10.6. Background Screening. To ensure compliance with the provisions of Applicable Law, Vendor must complete Level 2 background screening through the Department of Elder Affairs Care Provider Background Screening Clearing house portal.

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

10.8. 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.

10.9. Third-Party Beneficiaries. Neither Vendor 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 will be entitled to assert a right or claim against either of them based upon this Agreement.

10.10. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed in Exhibit A (Agreement Specifications) and is effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice as set forth in Exhibit A may be changed by the applicable Party giving notice of such change in accordance with this section.

10.11. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Vendor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. 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.

10.12. Conflicts. Neither Vendor nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Vendor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Vendor's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Vendor is not a party, unless compelled by court process. Further, such person must 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 court process. The limitations of this section will not preclude Vendor 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 Vendor is permitted under this Agreement to utilize Subcontractors, Vendor must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Vendor.

10.13. 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.

10.14. Compliance with Laws. Vendor and the Services it provides 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.

10.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

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

10.17. 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.

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

10.19. 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, relating 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.**

10.20. 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 Vendor.

10.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this written document.

10.22. Payable Interest.

10.22.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Vendor for any reason, whether as prejudgment interest or for any other purpose, and Vendor 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.

10.22.2. 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).

10.23. Polystyrene Food Service Articles. Vendor 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 27.173, Broward County Administrative Code.

10.24. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Vendor, Vendor hereby attests under penalty of perjury that Vendor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Vendor declares that they have read the foregoing statement and that the facts stated in it are true.

10.25. 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.

10.26. Use of County Name or Logo. Vendor must not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

10.27. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Vendor certifies that it has and will maintain a drug-free workplace program throughout the term of this Agreement.

10.28. 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.

[Remainder of Page Intentionally Left Blank]

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

COUNTY

Broward County, by and through
its County Administrator

By: _____
Monica Cepero, County Administrator

____ day of _____, 20__

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

By: _____
Attorney's Name (Date)
Senior/Assistant County Attorney

KSG/bh
Referral-Rate-Template-FY26-a01
5/8/2025
#60067

REFERRAL RATE AGREEMENT BETWEEN BROWARD COUNTY AND
ENTER LEGAL NAME OF VENDOR
FOR COMMUNITY-BASED SERVICES FOR THE ELDERLY
CONTRACT # ENTER CONTRACT NUMBER

Note: Only persons duly authorized to sign this Agreement on behalf of Vendor may sign below. Vendor must provide proof of empowerment for the person signing on behalf of Vendor.

VENDOR

Enter Vendor's corporate name

By: _____
Authorized Signature

_____
Print/Type Name and Title

____ day of _____, 20__

Exhibit A
Agreement Specifications
Agreement #: Enter Agreement Number

1. **Vendor Information**. Vendor represents the following is true and accurate as of the date of this Agreement:

Vendor's full legal name:	Enter Vendor's Legal Name
Type of entity:	Choose an item from drop down list
Name of Authorized Representative:	Enter Title
Official Payee:	Enter Legal Name Address Line 1 Address Line 2 Phone Email
Notice Information (if different from above; if blank, same as above):	Title, Vendor's Legal Name Address Line 1 Address Line 2 Phone Email

2. **County Information.**

Administering Division:	Elderly and Veterans Services
Notice Information:	Director, Elderly and Veterans Services 1 N University Drive, Suite 4108B Plantation, Florida 33324 Phone Email address: abusada@broward.org

3. **Term.** The Initial Term, Option Period(s), and any additional extension.

Period	**First Day of Period**	**Last Day of Period**
Initial Term	Enter Date	Enter Date
Option Period 1 (if exercised)	Enter Date	Enter Date
Option Period 2 (if exercised)	Enter Date	Enter Date

Exhibit B
Scope of Services

Vendor's Name: Vendor's Legal Name
Applicable Services: Enter Applicable Services
Division: Elderly and Veterans Services Division

I. Statement of Purpose and General Vendor Obligations

The Parties' goal under this Agreement is to deliver Services to eligible residents of Broward County to assure they remain in the least restrictive setting and avoid or delay premature nursing home placement. Vendor agrees to promote the development of a coordinated service delivery system to meet the needs of functionally impaired elderly persons as defined in Section 430.203, Florida Statutes, who are at risk of premature institutionalization ("Clients"). Vendor must provide the Services in a way that fosters the independence of each Client to live in a residence of the Client's choice as the Client ages. Vendor acknowledges that delivery of the Services must be Client driven to the maximum extent possible. Vendor must treat each Client with dignity and respect.

Based on the types of Services Vendor is licensed to provide, Vendor will provide any or all Services listed in Exhibit C to help Clients live in the least restrictive environment. The Services include, but are not limited to, adult day care services, in-home services, medical supplies, and emergency alert response systems for the Community Care for the Elderly ("CCE") program, Home Care for the Elderly (HCE) program, Alzheimer's Disease Initiative ("ADI"), Wait List Reduction Initiative ("WLR"), and the Non-Department of Elder Affairs Program ("NDP").

Vendor will provide the Services based on Client referrals made by County to Vendor. Referrals made by County are on a nonexclusive basis as County has entered into agreements with other vendors to provide similar or identical Services to Clients throughout Broward County.

II. Objectives

The objectives of this Agreement are:

A. To maintain a climate of cooperation and consultation between County and Vendor to achieve maximum efficiency and effectiveness in providing the Services.

B. To promote programs and activities designed to prevent the premature institutionalization of Clients.

C. To require the Parties to this Agreement to provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans to avoid duplication.

D. To establish an effective working relationship between County, which is responsible for developing care plans and authorizing the Services ("Client Authorized Care Plan") in the various programs, and Vendor, which is responsible for directly providing Services to Clients.

III. Responsibilities of Vendor

A. Vendor must accept Clients authorized and referred by County for Services, including Clients enrolled in any and all Services or programs listed in Exhibit C, and provide quality services to all Clients. The provision of Services is subject to quality monitoring and observation by County.

B. Once effective, Vendor must immediately notify the Contract Administrator of any changes to the contact information (e.g., names, addresses, telephone numbers, facsimile numbers, email addresses, etc.) for all Vendor's key personnel tasked with performance under or oversight of this Agreement. Key personnel include – but is not limited to – management, service coordination staff, billing staff, data entry staff, and others performing under this Agreement.

C. Vendor understands and acknowledges that County's determination of new Client referrals and authorization to provide the Services are made by County in accordance with the Department of Elder Affairs' Client prioritization criteria.

D. Vendor must provide only those Services specifically outlined in the Client's Authorized Care Plan.

E. If the Client Authorized Care Plan includes in-home services, Vendor must verify, at the service sites, that the Services are being provided as authorized and that quality-assured workers' or aides' time tickets comply with the Client's Authorized Care Plan. As applicable, Vendor must conduct such site verifications no less than every six (6) months during each term of this Agreement.

F. Vendor must immediately report to the Client's assigned Human Services Coordinator who provides case management services (or the supervisor if the Human Services Coordinator is unavailable) any changes in the Client's condition resulting in service disruptions, changes, or termination. The Human Services Coordinator and their supervisor's contact information is available to Vendor in the Client's Authorized Care Plan.

G. Vendor must notify the Contract Administrator immediately but no later than forty-eight (48) hours after Vendor's awareness or discovery of: (1) conditions that may materially affect Vendor's operations or ability to perform the Services under this Agreement, and (2) all unusual, adverse or reportable incidents that occur involving Clients. Such notice must be made orally by telephone to the Contract Administrator with an email to follow immediately. Once known to Vendor, Vendor must immediately notify County of staffing shortfalls that may negatively impact the provision of Services to the Clients.

H. In accordance with Section 430.204(5), Florida Statutes, Vendor must provide ten percent (10%) of the total cost per unit of all Services provided as a contribution to the CCE and WLR programs. This ten percent (10%) contribution is collected using the reimbursement rates as shown in Exhibit C.

I. Unless otherwise agreed to in writing by the Contract Administrator, Vendor must participate in EVSD's client information system (currently FAMCare). Vendor must record all requested information, including, but not limited to, date(s) of service, number of units, Service/program type, and Client ID.

J. Vendor must complete all required training for EVSD's client information system (currently FAMCare) and annual County Cybersecurity training(s) as scheduled by County.

K. A minimum of two (2) Vendor personnel must be trained in using EVSD's client information system (currently FAMCare) during each fiscal year of this Agreement. Vendor must ensure that Vendor's personnel do not share system credentials.

L. For each Service provided, Vendor must submit a proper invoice (as described in Article 4) to the Contract Administrator by the due dates indicated in each Exhibit E of this Agreement, as may be amended. Vendor must attach to each invoice the corresponding Provider Service Log Detail Report for that service, which is a statement of individual billable service events generated by EVSD'S client information system (currently FAMCare). If Vendor is unable to utilize EVSD's client information system, as determined by the Contract Administrator in writing, Vendor may provide manual backup documentation with each invoice.

M. For Services or programs requiring a contribution as indicated in Section III. H. above (i.e., CCE and WLR), Vendor must complete both the Reimbursement and Match Commitment fields as shown on Exhibit D-1, Sample Invoice.

N. Notwithstanding the provisions in Article 8, Vendor's failure to adhere to the invoice due dates will have the following consequences:

   1. Upon first occurrence, the Contract Administrator will provide Vendor with written warning that the next occurrence will result in suspension of referrals to Vendor for six (6) months or until the end of the then-current term of the Agreement, whichever occurs first;

   2. Upon the second occurrence, the Contract Administrator will provide Vendor with written notice that Vendor will not receive any referrals for six (6) months or until the end of the Agreement term, whichever occurs first; and

   3. Upon the third occurrence, Vendor acknowledges that Vendor has committed a material breach of this Agreement (i.e., performance failure), and this Agreement will be subject to termination, with all affected Clients transferred to another agency.

O. Vendor must not bill County for Services in excess of the authorized level of service as designated on the Client's Authorized Care Plan.

P. Vendor must not bill, charge, solicit, or accept payment directly from any Client referred by County for the Services.

Q. Vendor must not solicit Medicare or Medicaid information from Clients.

R. Vendor must submit any and all claim adjustments for Services rendered no later than thirty (30) days after the invoice due date for the month in which those Services were delivered, except in the case of the final invoice for the Agreement term, for which all claim adjustments must be submitted no later than eighteen (18) days after the Agreement expires or otherwise terminates. In no event may Vendor present a year-end claim adjustment to County more than eighteen (18) days after the Agreement expires or otherwise terminates. Any other error identified by either Party must be adjusted or voided within thirty (30) days of notice from the identifying Party. Vendor's refusal to adjust or void erroneous claims identified by County constitutes a material breach of this Agreement and will cause for termination by County in accordance with Article 8.

S. Vendor must maintain and implement a continuous quality improvement plan that includes, but is not limited to, a cultural competency plan acknowledging the various needs of Broward County's diverse population and measuring Client or caregiver satisfaction no less than annually.

T. Vendor must adhere to the policies and procedures outlined in the *Department of Elder Affairs Programs and Services Handbook*, available at: https://elderaffairs.org/publications-reports/programs-services-handbook/?highlight=handbook.

U. If applicable, Vendor must maintain Client confidentiality in accordance with Applicable Law, including, but not limited to, 45 C.F.R. Parts 160 and 164 (HIPAA Privacy Rule) and Sections 430.207 and 430.608, Florida Statutes.

V. Vendor must cooperate with County during pre-disaster and post-disaster phases by accepting Service-related assignments from the Contract Administrator to ensure Clients served under this Agreement and other persons served with emergency needs are served in a timely manner. This commitment allows for County flexibility in reallocating human resources and service delivery schedules during this period to meet emergency and priority Client needs as identified by the Contract Administrator.

W. Throughout each term of the Agreement, Vendor must maintain in good standing all applicable licenses, qualifications, and credentials as required in the *Department of Elder Affairs Programs and Services Handbook*, as amended, for each Service Vendor provides. Upon request by County, Vendor must submit proof of state licensure for each Service provided by Vendor.

X. Vendor must submit the *DOEA Form 235, Attestation of Compliance – Employer*, which is available from County's Contract Administrator annually and as requested.

Y. Vendor must submit its emergency preparedness plan to the Contract Administrator annually.

Exhibit C
Approved Vendor Rates

SERVICE	UNIT OF SERVICE	TOTAL UNIT COST	MATCH FUNDS	REIMBURSEMENT RATE
Adult Day Care (CCE)	Daily (Pro-rated as applicable) *	$99.47	$9.95	$89.52
Adult Day Care (NDP)	Daily (Pro-rated as applicable) *	$99.47	Not Applicable	$99.47
Chore Services (CCE)	Per Hour	$24.90	$2.50	$22.40
Chore Services (WLR)	Per Hour	$24.90	$2.50	$22.40
Chore Services Enhanced (CCE)	Per Hour	$34.76	$3.48	$31.28
Chore Services Enhanced (WLR)	Per Hour	$34.76	$3.48	$31.28
Emergency Alert Response System (CCE)	Daily Electronic Communication	$1.00	$0.10	$0.90
Emergency Alert Response System (WLR)	Daily Electronic Communication	$1.00	$0.10	$0.90
Homemaker (CCE)	Per Hour	$23.47	$2.35	$21.12
Homemaker (WLR)	Per Hour	$23.47	$2.35	$21.12
Personal Care (CCE)	Per Hour	$24.40	$2.44	$21.96
Personal Care (WLR)	Per Hour	$24.40	$2.44	$21.96
Combined Homemaker and Personal Care (WLR)	Per Hour	$24.40	$2.44	$21.96
Respite Care (CCE)	Per Hour	$23.87	$2.39	$21.48
Respite Care (WLR)	Per Hour	$23.87	$2.39	$21.48
24-Hour Respite Care (CCE)	Per Day	$260.00	$26.00	$234.00
Specialized Medical Supplies (CCE and WLR)	Per Item	Varies	10% Item Cost	90% Item Cost
Specialized Medical Supplies (ADI)	Per Item	$ for $	Not Applicable	$ for $
Alzheimer's In-Home Respite Care (ADI)	Per Hour	$21.48	Not Applicable	$21.48

SERVICE	UNIT OF SERVICE	TOTAL UNIT COST	MATCH FUNDS	REIMBURSEMENT RATE
Alzheimer's Disease Initiative — Caregiver Training (ADI)	Per Hour	$150.00	Not Applicable	$150.00
Emergency Home-Delivered Shelf Meals (ADI and CCE)	Per Item	$4.58	Not Applicable	$ for $
Material Aid (ADI)	Per Item	$ for $	Not Applicable	$ for $
Material Aid (CCE)	Per Item	Varies	10% Item Cost	90% Item Cost

*Daily rate = total hours of service the Client received for the week divided by 8.

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Exhibit D-1
Sample Invoice

USE AGENCY LETTERHEAD

AGENCY NAME

AGENCY ADDRESS

FEDERAL ID NUMBER

COMMUNITY-BASED SERVICES FOR THE ELDERLY PROGRAMS (*Use separate invoice for each Service/program)*

SERVICE: _____

DATES OF SERVICE PERIOD: FROM _____ TO _____

UNIT OF SERVICE RATE:

REIMBURSEMENT		MATCH COMMITMENT	
Total Units	_____	Total Units	_____
Unit Cost (less 10%)	X $_____	Match Unit Rate	X $ _____
Reimbursement	$ _____	Monthly Match Amount	$ _____
Applied Adjustments	$ _____	Applied Adjustments	$ _____
Reimbursement after Adjustments	$ _____	Match after Adjustments	$ _____

I hereby certify and affirm (1) that the Services billed in this invoice have been delivered on behalf of Broward County in accordance with the Parties' Agreement, and the Services were rendered in accordance with the Authorized Care Plans, (2) that requested **signed** reports from the designated client information system are attached to this invoice representing billed units, and (3) that sufficient written information is available to document the Services provided.

Prepared by: _____	Date: _____
Approved by: _____	Date: _____

Exhibit D-2
Sample Invoice

Provider Invoice

Provider Information

Provider			
FEDERAL ID NUMBER		Authorization of Services [AOS] #	
Date of Invoice		Supplier ID #	
Invoice #			

Invoice Detail

FUND SOURCE			
PROGRAM NAME			
SERVICE TYPE			
DATE OF SERVICE PERIOD FROM		TO	
CONTRACTED RATE	0.00	MATCH COMMITMENT RATE	
NUMBER OF UNITS	0.00	TOTAL UNITS	0.00
REIMBURSEMENT RATE	0.00	MATCH COMMITMENT RATE	0.00
REIMBURSABLE AMOUNT	0.00	MATCH COMMITMENT AMOUNT	0.00
ADJUSTMENT UNITS +/-	0.00	Match ADJUSTMENT UNITS +/-	0.00
ADJUSTMENT AMOUNT	0.00	Match ADJUSTMENT AMOUNT	0.00
NET REIMBURSABLE AMOUNT	0.00	NET MATCH COMMITMENT	0.00

I hereby certify and affirm that the services billed herewith have been delivered on behalf of Broward County per the Agreement, and services were rendered in accordance with the authorized Care Plan, that requested signed reports from the Human Services Department software system are attached representing billed units, and that sufficient written information is available to document services.

Prepared By _____ Date _____

Attached Files Section

Files to upload: Choose Files No file chosen

or drop files here that are for this record

Action	Form Type	File Name	File Date	Added By

Signatures

Consumer or Responsible Party

Clear Check to legally witness this signature

Date _____

Approvals and Sign-offs

This record has not been initially signed yet, so no approvals can take place

Approval 1: Grants Administrator
Not yet approved at this level

Approval 2: Accountant
Not yet approved at this level

Approval 3: Administrative Officer
Not yet approved at this level

Approval (Float) : Project Manager
Not yet approved (floating approval)

No signatures--new form

Signature: _____

SAVE

Exhibit E-1
Invoice Due Dates

Programs: CCE and ADI

Service Month	Service Period		Invoice Due Date
	From	To	
July			
August			
September			
October			
November			
December			
January			
February			
March			
April			
May			
June			

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Exhibit E-2
Invoice Due Dates

Programs: NDP and WLR

Service Month	Service Period		Invoice Due Date
	From	To	
July			
August			
September			
October A*			
October B*			
November			
December			
January			
February			
March			
April			
May			
June			

*The October Service Month is split into two separate Service Periods – **"October A"** and **"October B"** - due to Broward County's Fiscal Year ending on September 30th and subsequent limitations within Broward County's automated financial accounting system. Therefore, **two invoices must be submitted for the October Service Month**.

Exhibit E-3
Invoice Due Dates

Program: HCE

Service Month	Service Period		Invoice Due Date
	From	To	
July			
August			
September			
October			
November			
December			
January			
February			
March			
April			
May			
June – A*			
June – B*			

*The June Service Month is split into two separate Service Periods – **"June A"** and **"June B"** – due to the Home Care for the Elderly's eligibility period beginning on the 16th of each month and ending on the 15th of the following month, and the contract end date of June 30th. Therefore, **two invoices must be submitted for the June Service Month**.

Exhibit F

BUSINESS ASSOCIATE AGREEMENT WITH BROWARD COUNTY, FLORIDA

This Business Associate Agreement ("BAA") is between the undersigned entity ("Business Associate") and Broward County, Florida ("County").

RECITALS

A. County is a Business Associate of the Areawide Council on Aging, Inc., a covered entity, and funder of the Services under this Agreement.

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

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

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

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

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

ARTICLE 1. Definitions

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

1.2 "HIPAA Laws" means collectively HIPAA, ARRA, HITECH, 42 C.F.R. Part 2 (if applicable), and the related regulations and amendments.

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

a. the nature and extent of the violation;
b. the nature and extent of harm resulting from such violation;
c. the degree of culpability of the covered entity or business associate;

d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;

e. the financial condition of the covered entity or business associate; and

f. such other matters as justice may require.

1.4 "Master Agreement" means the written, executed agreement between County and the Business Associate, if any, that involves the use or disclosure of PHI and that is identified on the signature page below or to which this document is an exhibit.

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

ARTICLE 2. Effective Dates

This BAA shall become effective on the earliest of the following ("Effective Date"): (a) the effective date of the Master Agreement; (b) the date this BAA is executed by the Parties; or (c) the date Business Associate begins to receive PHI for purposes of this BAA.

ARTICLE 3. Confidentiality

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

3.2 ☐ If this box is checked, this BAA also constitutes a Qualified Service Organization Agreement, and County and Business Associate are required to comply with 42 C.F.R. Part 2 with respect to patient identifying information concerning substance use disorder treatment. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this BAA and in conformity with all applicable provisions of 42 C.F.R. Part 2. If necessary, Business Associate will resist any efforts in judicial proceedings to obtain access to PHI except as permitted by 42 C.F.R. Part 2.

ARTICLE 4. Obligations and Activities of Business Associate

<u>Use and Disclosure of PHI</u>

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

a. Use and disclose PHI only as necessary to perform its obligations under the Master Agreement or this BAA, provided that such use or disclosure would not violate HIPAA Laws if done by County;

b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities related to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Master Agreement or this BAA, provided that the de-identification conforms to the requirements of the HIPAA Laws.

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

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

Administrative, Physical, and Technical Safeguards

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

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

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days after County's request to comply with 45 C.F.R. § 164.524.

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

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

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

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

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

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure of any Unsecured PHI (collectively and individually, a "Breach") within twenty-four (24) hours after Business Associate discovering such Breach. "Unsecured PHI" refers to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI is treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate

or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

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

a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;

b. A brief description of what occurred, including the date of the Breach, if known, and the date of the discovery of the Breach;

c. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);

d. A description of what is being done to investigate the Breach and to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future Breaches;

e. Any steps County or the individual(s) impacted by the Breach should take to protect themselves from potential harm resulting from the Breach;

f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and

g. Any other reasonable information requested by County.

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

a. Notification will be by first-class mail, or by electronic mail if the individual has specified notice by electronic mail.

b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised

the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 4.10 through 4.12 (as applicable) were made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

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

Mitigation of Breach

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

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

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

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effects of such Breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures. The mitigation described in this section shall be in addition to, and not in lieu of, any other remedy County may have for the Breach, including, but not limited to, indemnification and any action for damages available to County under contract or at law or in equity.

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

4.22 The requirement to comply with the Notification of Breach and Mitigation of Breach sections of this BAA shall survive the expiration or earlier termination of this BAA.

Available Books and Records

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

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

ARTICLE 5. Obligations of County

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

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

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

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

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

ARTICLE 6. Term and Termination

6.1 This BAA shall be effective upon the Effective Date, and shall terminate upon the later of (a) expiration or earlier termination of the Master Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Master Agreement or this BAA.

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

a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate, and terminate if Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Master Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

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

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

ARTICLE 7. Miscellaneous

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

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

7.3 Florida Electronic Health Records Exchange Act. If Business Associate is a healthcare provider, as that term is used in Section 408.051(2), Florida Statutes, Business Associate shall comply with the requirements of the Florida Electronic Health Records Exchange Act ("FEHREA"), Section 408.051, Florida Statutes. The requirement to comply with this provision and FEHREA shall survive the expiration or earlier termination of this BAA.

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

7.5 Standard Agreement Terms and Conditions. If a Master Agreement exists between County and Business Associate, then the terms of the Master Agreement are expressly incorporated herein. If no such Master Agreement exists between County and Business Associate, then the following portions of the Broward County Standard Agreement Form (BCF 101), available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx, are hereby adopted and incorporated as if fully set forth herein:

a. Article 6;

b. Article 7;

c. Article 9;

d. Article 11, with Business Associate's contact information listed in the signature pages incorporated in the "Notices" Section, and incorporating the following contact information for County in the "Public Records" and the "Notices" Sections: Averill Dorsett, Broward County Privacy Officer, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 (945) 357-6503, adorsett@broward.org.

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Exhibit G
Insurance Requirements

Project: Referral Rate Agreement
Agency: Elderly and Veterans Services Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury ☑ Sexual Abuse and Molestation Coverage **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	$1,000,000	$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*			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 *Note: May be used to supplement minimum liability coverage requirements.*					
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	STATUTORY LIMITS	
☑ **EMPLOYER'S LIABILITY**			Each Accident	$100,000	
☑ **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**	N/A		Each Claim:	$1,000,000	$2,000,000
			*Maximum Deductible:	$100,000	

Description of Operations: 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: 2025.05.07 14:22:29 -04'00'

Risk Management Division

Exhibit H
Certification of Payments to Subcontractors and Suppliers

The undersigned Vendor hereby swears under penalty of perjury that:

1. Vendor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4. 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 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 Vendor.

Dated _____, 20___

_____
Vendor

By: _____
(Signature)

By: _____
(Name and Title)