

# AGREEMENT

between

Children's Services Council of Broward County

and

**Provider Name**

For

**Program Name**  
**PROGRAM**

**XX-XXXX**  
**CONTRACT NUMBER**

This Agreement, entered into this **1st day of October (use June, July, or August, as appropriate, for OST), 2022**, by and between the CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and **name of provider**, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by any other public funding source; and WHEREAS, funding given to PROVIDER has been found and declared to be for a public purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and agreed, the parties agree as follows:

**1. TERMS OF AGREEMENT (for contracts not in the final renewal period)**

The term of this agreement shall be for the period of **October (use June, July, or August, as appropriate, for OST) 1, 2022, through September 30, 2023**. The Agreement may be renewed for time periods from **October 1, 2023, through September 30, 2024; October 1, 2024, through September 30, 2025; and October 1, 2025, through September 30, 2026**, at the end of the term at the sole option of the CSC. These periods shall collectively be referred to as the "Agreement Term." **(Note: Ensure that renewal option periods match your RFP dates.)**

In the event that the CSC does not exercise a Renewal Option Period as stated above, the CSC may extend the existing Agreement for a period not to exceed nine (9) months. Such extensions shall be exercised at the sole discretion of the CSC in a written Amendment to the Agreement, changing the end date of the Agreement. The Amendment for extension shall be duly executed by the CSC. At the sole discretion of the CSC President/CEO, the CSC President/CEO may extend the expiration date of the term of this Agreement up to three (3) months upon written notice to PROVIDER.

PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein. This Agreement is renewable at the sole discretion of the CSC, contingent upon but not limited to the following:

- A. Continued demonstrated and documented need for the services or priority area of funding;
- B. Satisfactory program performance by PROVIDER; and
- C. The availability of funds from CSC.
- D. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in the Termination of Agreement and Notice section of this Agreement.

## **1. TERMS OF AGREEMENT (for contracts in the final renewal period)**

The term of this agreement shall be for the period of **October 1, 2022, through September 30, 2023**. The Agreement may not be renewed for an additional term. The current period shall be referred to as the "Agreement Term."

PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in the Termination of Agreement and Notice section of this Agreement

## **2. SCOPE OF WORK**

- A. PROVIDER agrees to provide the services and meet the performance measures set forth in Exhibit A, Scope of Work.
- B. Emergency Actions and Emergency Contract Changes: In the event of an immediate danger to public health, safety or welfare or in the event of substantial loss to CSC, the President/CEO is authorized to take such actions as the President/CEO deems reasonable or necessary in the circumstances, including without limitation, amendments, changes, waivers, suspensions, delays, terminations, etc. in then-existing awards, contracts, CSC policies and procedures, etc.; provided the circumstances of such emergency and such emergency actions are documented to the Council at the next meeting. In connection therewith, the President/CEO shall establish an equitable process for the review and consideration of requests by vendors or persons impacted by such emergency actions.
- C. PROVIDER agrees to attend seminars and/or training sessions as requested by CSC staff.
- D. PROVIDER agrees to comply with the Program Review/Reporting Requirements specified in the Program Review, Required Records, and Reports section of this Agreement.
- E. Background Screening: All staff who have contact with clients, their records, or supervise such individuals, must comply with Level 2 background screening and fingerprinting requirements in accordance with DCF screening requirements and all applicable federal, state, county, city, and other government agency background

screening requirements. The program must maintain staff personnel files, in accordance with the state retention schedules, which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. PROVIDER shall re-screen each employee, volunteer, and/or subcontractor every five years.

An **Attestation or Affidavit of Good Moral Character**, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children.

### 3. ORDER OF PRECEDENCE

The Bid Solicitation and PROVIDER Proposal Response are hereby incorporated by reference as a part of this Agreement in the following Order of Precedence: Executed Contract, Bid Solicitation Requirements, PROVIDER Application for Funding.

### 4. FUNDING AND METHOD OF PAYMENT

- A. The annual maximum amount payable by CSC to PROVIDER for the period of **October 1, 2022, through September 30, 2023** shall be **\$000,000** ("Contract Amount").

**OR If contract crosses FYs, separate out the contract amount in each FY.**

The annual maximum amount payable by CSC to PROVIDER for the period of **June/July/August 1, 2022, through September 30, 2022** shall be **\$000,000**; and for the period of **October 1, 2022, through September 30, 2023** shall be **\$000,000**, for a total of **\$000,000** ("Contract Amount").

- B. The PROVIDER agrees to provide a CSC-required Match in the amount of **\$00,000** for the period of **October 1, 2022, through September 30, 2023**.

**OR If contract crosses FYs, separate out the match amount in each FY.**

The PROVIDER agrees to provide a CSC-required Match in the amount of **\$00,000** for the period of **July/August 1, 2022, through September 30, 2022**; and **\$00,000** for the period of **October 1, 2022, through September 30, 2023**.

**If this is a leverage contract, delete B above, as leverage contracts do not require match. Replace with the appropriate leverage language from the leverage guidelines (i.e. general leverage language, leverage language for contracts with multiple leverage sources, or leverage language for contracts crossing fiscal years). The leverage guidelines can be found in the Contracts and Renewals folder under the current FY. Note that the guidelines also provide language and budget samples to be used in the SOW.**

- C. The CSC agrees to pay for units of service or other deliverables actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CSC, is due on or before the tenth (10<sup>th</sup>) day of the

month following the month in which services were rendered. CSC agrees to reimburse PROVIDER on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by CSC. Invoices and/or documentation returned to PROVIDER for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. CSC shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER'S properly submitted invoice.

- D. The PROVIDER shall submit the invoice for the end of the CSC'S fiscal year, for payment to the CSC no more than fifteen (15) days after the last day of the month the contract is terminated. If the PROVIDER fails to do so, all rights to payment are forfeited and the CSC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the PROVIDER are received by the CSC and any necessary adjustments thereto have been approved by the CSC.
- E. In the event this Agreement provides for more than one service or program, the CSC Programs Manager may shift funding between services and/or program(s) components, at any time, upon written notice to PROVIDER; however, the Programs Manager may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed twenty percent (20%) of the total Contract Amount.
- F. Submission of accurate, timely documentation and other requested information as required by CSC shall be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.
- G. **PROVIDER attests to CSC that no other reimbursement is available or used for invoiced services unless expressly authorized by CSC.** This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. PROVIDER shall bill and pursue collection of third-party and client payments (where applicable) for services rendered under this Agreement. In the event CSC pays PROVIDER for a service that later becomes eligible for Medicaid or other third-party coverage, then PROVIDER agrees to deduct the amount paid by CSC on its next invoice. In the event the PROVIDER has submitted a final invoice, PROVIDER shall reimburse CSC in the amount received by Medicaid or other third-party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other third-party payor. PROVIDER shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CSC upon request. PROVIDER shall report such fees; reimbursement, compensation or funding to CSC for such payments received which will be deducted from PROVIDER'S invoices.
- H. Capital equipment is defined for the purpose of this agreement, as items with an acquisition cost of \$1,500 or more and a life expectancy of more than one year. Capital

tangible property purchased by contracted agencies, as permitted in the budget, is intended for CSC funded programs. CSC will work with the agency to tag the asset and to receive all information regarding the capital tangible property. Should a program not continue beyond the time that the equipment is fully depreciated (i.e. computer is depreciated over 3 years), all capital tangible property purchased with CSC funds is considered to be owned by the CSC and will be returned for use by another funded program. The contracted agency must initiate return of such capital tangible property to the CSC Programs Manager and the CSC MIS department. Ownership of the capital tangible property used by the contracted agency after the equipment is fully depreciated reverts to the contracted agency and will be removed from the CSC'S fixed asset system.

- I. PROVIDER shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.
- J. It is PROVIDER'S responsibility to advise the CSC Programs Manager, in writing, of changes in name, address and/or telephone number.

## **5. PROGRAM REVIEW, REQUIRED RECORDS AND REPORTS**

### **A. PROGRAM REVIEW:**

PROVIDER agrees:

- 1. To assign appropriate staff as necessary to attend meetings with CSC staff to discuss issues and recommendations concerning quality of service, service delivery systems, coordination of services, consumer satisfaction, records maintenance, funding maximization, etc.
- 2. To provide full access at administrative and service delivery sites to CSC during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CSC and PROVIDER shall maintain the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
- 3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CSC.
- 4. That, if documentation is not readily available, then payments may be suspended until such time as PROVIDER has rescheduled another program review appointment to occur within thirty (30) days.
- 5. To respond to any program review findings within the time frame specified therein, and that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CSC staff.

6. That findings of program review reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.
7. To provide CSC access to records and client files developed relevant to this Agreement regarding assessment of Performance Measures beyond the expiration of this Agreement, in accordance with the state retention schedules, as may be applicable.
8. Any program review reports, evaluation reports and/or accreditation reports from other agencies or funding sources for similar services provided shall be submitted to CSC within thirty (30) days of receipt. Such reports shall be sent to the CSC Programs Manager.
9. If applicable, CSC and PROVIDER will execute a Business Associate Agreement in compliance with HIPAA (as hereinafter defined).

B. REPORTS:

PROVIDER agrees:

1. PROVIDER agrees to comply and participate in any data collection as required by the CSC. In the event that the PROVIDER is approached by a third party to participate in a program evaluation study of a CSC funded program, PROVIDER agrees to submit the request to CSC and obtain prior approval from CSC. If approved, PROVIDER agrees to furnish CSC with any and all related program evaluation reports.
2. Also, PROVIDER agrees to furnish CSC with any and all reports required in this Agreement within the accompanying time requirements as noted.
3. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the CSC Programs Manager.
4. **Statistical Demographic Report:** The PROVIDER agrees to maintain and report (where applicable) information on client demographics which includes last four digits of social security number, Broward County Schools student identification, age, gender, race, cultural influence, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the CSC. PROVIDER agrees to track overall client household income, other benefits received, types of services provided, and other information as required by the CSC.



5. **Client Satisfaction Surveys:** The PROVIDER agrees to furnish the CSC with compiled results of any and all Client Satisfaction Surveys administered by the PROVIDER. Survey reports shall include the total number of surveys administered/mailed and the total number of surveys completed/returned. Upon CSC request, PROVIDER shall submit raw data from all administered Client Satisfaction Surveys.

The CSC may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CSC.

6. **Client Performance Measure Data Reporting:** The PROVIDER shall submit Client Performance Measure data, in the format provided by the CSC, within time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measurement achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested.
7. **Actual Expenditure Report:** The PROVIDER shall submit to the CSC an Actual Expenditure Report which reports by line item actual expenditures incurred in the performance of this contract. The report shall be submitted in a format to be provided by the CSC. Such expenditure information will be used to compile historical unit cost data and to analyze appropriate funding levels. Significant discrepancies between budgeted and actual costs may result in recoupment of funds. A final Actual Expenditure Report shall be submitted through SAMIS by the PROVIDER within sixty (60) days after the end of the contract.

#### C. OTHER REQUIREMENTS:

##### 1. INTERNAL DOCUMENTATION

PROVIDER agrees to maintain, in accordance with the state retention schedules, the following, as applicable: (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results, (2) Authorized time sheets, records, and attendance sheets, (3) Daily activity log and monthly calendar, (4) Signature of person at sites authorizing presentations, (5) Training modules, (6) Pre and post session questionnaires, (7) Client information release form, (8) Community Resource Inventory Organizational Profile update, (9) Emergency Disaster Plan and (10) Such other information as requested by CSC. PROVIDER and its subcontractors will further provide service records as provided in Chapter 65E-14, Florida Administrative Code.

##### 2. UNITS OF SERVICE

PROVIDER shall document and maintain client records, in accordance with the state retention schedules, that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

### 3. TRACKING SYSTEM REQUIREMENTS

PROVIDER shall comply with the CSC'S Services and Activities Management Information System (SAMIS), as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement. This shall include, but not be limited to, client information related to client demographics, and identification, referral sources, performance measurement data, service provision data and fiscal activities for all programs funded under this agreement.

### 4. PRO CHILDREN ACT COMPLIANCE

The PROVIDER shall comply with Public Law 103227 Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

### 5. REVENUE MAXIMIZATION DOCUMENTATION

PROVIDER agrees to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid Targeted Case Management, etc.

The PROVIDER shall complete, as applicable, all necessary and appropriate forms for all clients served under this Agreement. This data will be used by the CSC in federal funding revenue maximization efforts. All eligibility information shall be reported to the CSC quarterly, unless otherwise specified by the CSC, and copies of all eligibility forms shall be retained in the individual client/family case files and available for unannounced review by the CSC. Such eligibility information shall not be used as a determination of client eligibility for program services funded under this Agreement.

### 6. TERMINATION OF AGREEMENT AND NOTICE

- A. It is the intent of the CSC to assure consistent and orderly delivery of children's services. It is the further intent of the CSC to terminate Agreements only in those situations where such action is essential for the protection of its interest and the interests of children, as determined by the CSC.



- B. This Agreement may be terminated by the PROVIDER without cause upon no less than **forty-five (45)** days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. This Agreement may be terminated by the CSC without cause upon no less than **forty-five (45) days** written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- D. In the event that funds needed to finance this Agreement become unavailable, the CSC may terminate the contract upon no less than twenty-four (24) hours notice in writing to the PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide 30 days notice for Termination for Lack of Funds. The CSC shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
- E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CSC with cause upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC at its discretion may waive any breach by the PROVIDER in writing, but such waiver shall not constitute a waiver of any further breaches, including breaches of the same type.
- F. The above provision shall not limit the CSC'S right to remedies at law or to damages.

## **7. AUDIT RIGHT AND RETENTION OF RECORDS**

CSC shall have the right to audit the books, records, and accounts of PROVIDER that are related to the Scope of Work under this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Work under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CSC, the comptroller, the Auditor General or other auditing body access to its records as required by the Florida Single Audit Act as set forth in §215.97, Florida Statutes, as may be amended from time to time.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by CSC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CSC to be applicable to PROVIDER'S records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CSC'S disallowance and recovery of any payment upon such entry.

## 8. PUBLIC RECORDS LAW COMPLIANCE

CSC is a public agency in Florida and as such, PROVIDER'S records pertaining to this Agreement are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). PROVIDER is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

- A. PROVIDER will keep and maintain public records required by CSC to perform the service hereunder;
- B. Upon request from CSC'S custodian of public records, PROVIDER will provide CSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. PROVIDER will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if PROVIDER does not transfer the records to CSC.
- D. Upon completion of the Agreement, PROVIDER will transfer, at no cost, to CSC all public records in possession of PROVIDER or keep and maintain public records required by CSC to perform the service. If PROVIDER transfers all public records to CSC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC, upon request from CSC'S custodian of public records, in a format that is compatible with the information technology systems of CSC.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CSC CUSTODIAN OF PUBLIC RECORDS AT (954) 377-1000; [records@cscbroward.org](mailto:records@cscbroward.org); 6600 WEST COMMERCIAL BLVD., LAUDERHILL, FL 33319.**

## 9. OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as "Documents") are and shall remain the property of CSC. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CSC and shall be delivered by PROVIDER to the CSC, at CSC request, within

seven (7) days of termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein. PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CSC, in its sole discretion.

## **10. INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of the CSC. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

## **11. SUBCONTRACTING**

PROVIDER shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement, without prior written approval of the CSC Programs Manager. No such approval by the CSC Programs Manager shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the CSC in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CSC shall deem necessary.

## **12. FINANCIAL STATEMENTS**

- A. Within 180 days of the close of its fiscal year, PROVIDER agrees to submit to the CSC a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If PROVIDER is subject to an audit under the guidelines consistent with: 1.) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2.) Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidelines"); or 3.) The Florida Single Audit Act, §215.97, Florida Statutes, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CSC. Audit extensions may be granted in writing by the CSC Programs Manager upon receipt in writing of such request with appropriate justification by the PROVIDER.
- B. As audited financial statements are annually reviewed utilizing the Financial Viability Test in the normal course of business, the fiscal viability status will be reassessed. Depending on the outcome, a fiscal sponsor may or may not be needed for the subsequent contract period.
- C. Supplanting: The PROVIDER shall not use funds provided by the CSC to replace funds from other funding sources.

### **13. BOARD MEMBERS AND MEETINGS**

Within 30 days of the effective date of this Agreement, PROVIDER will submit to the CSC a calendar of its scheduled Board meetings for the current fiscal year and an updated list of Board Members.

### **14. PUBLICIZING CSC SUPPORT**

The PROVIDER shall make a concerted effort to promote the CSC and the PROVIDER as partners for these program services in accordance with CSC guidelines on "How to Acknowledge CSC Funding". PROVIDER shall identify the CSC'S support on its letterhead, agency newsletter, annual reports and any other printed materials, display CSC support through banners and flyers and utilize every reasonable opportunity to publicize the funding received from the CSC. CSC agrees to provide PROVIDER with a camera-ready logo for such use.

### **15. PUBLICATIONS**

PROVIDER agrees to supply the CSC, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the CSC. PROVIDER agrees that the CSC will have unlimited use of copyrighted materials developed under this Agreement.

### **16. CONFIDENTIAL INFORMATION**

The PROVIDER, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

#### **Written Statement of Purpose(s) for Collection of Partial Social Security Numbers:**

In accordance with Florida Law, PROVIDER shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses partial social security numbers (last four digits) from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals from whom it collects a partial social security numbers with a copy of a written statement that includes the following:

"The Children's Services Council of Broward County ("CSC") collects and uses partial social security numbers (last four digits) of participants of CSC-funded programs and the parents/guardians of such participants so that CSC may collect and use data from other agencies for comparison purposes in order for CSC to track and measure the impact of CSC-funded programs and services and to assist CSC with maintaining and improving successful programs and services. All individual information will be safeguarded and will not be disclosed. CSC'S collection of the partial social security numbers from its participants and the parents/guardians of such participants is imperative for the performance of CSC'S duties and responsibilities as prescribed by law. The partial social security numbers collected by CSC shall not be used by CSC for any purpose other than the purpose provided in this written statement."

## **17. NOTIFICATION FOR USE OF PARTICIPANT DATA**

PROVIDER agrees to inform recipients of services of myriad uses of data by the CSC.

### **Written Statement of Purpose for Authorizing Collection of Data for Evaluation, Research, and Care Coordination**

PROVIDER shall inform all CSC-funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses data from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals enrolled in their programs with a copy of a written statement that includes the following:

"In order to continue funding programs like this one, Children's Services Council of Broward County ("CSC") and authorized users conducts research, evaluation and care coordination to see how participants do while in the program, as well as after they leave the program. In addition to performance measurement data collected from participants in their program, CSC research staff may give participants additional surveys and assessments. CSC may also collect information on participants after they complete the program. The information collected after participants leave the program will come from county and state public databases like the Florida Department of Education, the Florida Department of Juvenile Justice, etc. CSC has created many safeguards to protect participants' privacy and to prevent unauthorized use or access to it. CSC is not allowed to release any of participants' personal information (Open Government Sunset Review Act; Section 119.15, F.S.) unless express informed consent is received from the parent or guardian of a participant under the age of 18 or from an adult participant over the age of 18 to release the participant's personal information to CSC'S PROVIDER to better meet the needs of the participant."

## **18. NOTIFICATION FOR USE OF PARTICIPANT EDUCATION RECORDS**

**This section is applicable to all programs that exchange any school-related data and/or information with the parent/guardian/caregiver, child, or school either formally or informally.**

PROVIDER is required to inform recipients of services of myriad uses of education records by the CSC and to secure informed consent for the use of School Board of Broward County data.

### **A. School Board of Broward County Informed Consent for Evaluation, Research, and Care Coordination**

PROVIDER shall request parental consent for CSC and/or PROVIDER to obtain education records for the purpose of evaluation, research, and care coordination (20 U.S.C SS 1232g(a)(4)(B)(iv); U.S.C SS 1232(b)). Because CSC shares data from the School Board of Broward County (SBBC), Exhibit B of this Agreement includes the required informed consent form for release of SBBC data and sharing of information. When entering participant information into the SAMIS CDG module, PROVIDERS are now required to upload the signed Consent Form into SAMIS.

### **B. Provider Data Use Responsibilities**



PROVIDER shall fulfill the responsibilities below regarding safeguarding educational records:

1. Request solely the specific education record(s) of the students that the PROVIDER is subcontracted to service, after the PROVIDER has obtained written signed consent from each student's parent/guardian or student 18 years of age or older.
2. PROVIDER shall have participant's parent/guardian or student 18 years of age or older complete the School Board of Broward County Informed Consent document in Exhibit B.
3. PROVIDER shall comply with the School Board of Broward County Confidentiality provisions: Notwithstanding any provision to the contrary within this Agreement, the PROVIDER shall:
  - a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - b. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - c. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - d. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - e. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - f. notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;



- g. fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - h. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - i. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - j. provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and,
  - k. securely erase education records from any media once that media equipment is no longer in use or is to be disposed of; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
4. All education records shall remain the property of SBBC, and any party contracting with SBBC and/or CSC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
5. PROVIDER shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

## 19. SECURITY OBLIGATIONS

PROVIDER shall maintain an appropriate level of data security for the information the PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, approving and tracking all PROVIDER employees that request system or information access and

ensuring that user access has been removed from all terminated PROVIDER employees. PROVIDER shall report any security breaches immediately to the CSC Programs Manager.

## **20. CLIENT RISK PREVENTION AND INCIDENT REPORTING**

- A. PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll- free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FLORIDA STATUTES, this is binding upon both the PROVIDER and its employees.
- B. In the event of critical incidents such as serious client accident, injury or death, PROVIDER shall advise the CSC Programs Manager immediately by phone and in writing within twenty-four (24) hours. All pertinent information such as Agency Incident Reports, Police Reports, actions taken, etc., shall be furnished by the PROVIDER to the CSC Director of Program Services within twenty-four (24) hours of the incident, or receipt of such information.

## **21. NONDISCRIMINATION**

Programs receiving funding from the CSC shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CSC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

## **22. INDEMNIFICATION CLAUSE**

Any PROVIDER who is a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any PROVIDER to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract or under this Agreement.

Any PROVIDER who is not a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, shall at all times hereafter indemnify, hold harmless and, at CSC'S option, defend or pay for legal representation to defend CSC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees (including at all levels of appeal), court costs, and expenses, caused by negligent act or omission

of PROVIDER , its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The provision of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CSC, any sums due PROVIDER under this Agreement may be retained by CSC until all of CSC'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSC. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

### **23. INTELLECTUAL PROPERTY RIGHTS**

The PROVIDER will indemnify and hold harmless, CSC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by CSC. If the PROVIDER uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with CSC.

### **24. INSURANCE**

- A. PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

Further, PROVIDER will maintain professional liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the PROVIDER by the CSC. PROVIDER shall submit a copy of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.

- B. PROVIDER may provide this required insurance through a self-insurance program approved by CSC in its sole discretion.

## **25. FORCE MAJEURE**

Delays in the performance of any obligation arising hereunder by any party shall be excused for so long as the delay of performance is a result of circumstances or occurrences of "Force Majeure" (as hereinafter defined) beyond the reasonable control of the party whose performance is excused hereunder, provided that such party: (i) shall immediately resume performance after the cause of the delay is removed; and (ii) shall during such delay be reasonably diligent in avoiding further delay. "Force Majeure Event" means an event which materially interferes with the ability of a party to perform its obligations or duties hereunder which is not within the reasonable control of the party affected, and which could not with the exercise of diligent efforts have been avoided, including, but not limited to, war, rebellion, hurricane, earthquake, pandemic, epidemic, fire, accident, strike, riot, civil commotion, act of God, changes in laws, rules, regulations, or any other cause of any kind whatsoever which is beyond the reasonable control of a party, or any government response, reaction or restriction related to any of the foregoing.

## **26. AMENDMENTS: ASSIGNMENTS**

- A. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. However, the Programs Manager for the CSC may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Work, to reduce the Contract Amount, or to change Performance Measures.
- B. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of CSC. The PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CSC.

## **27. WAIVER OR BREACH**

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

## **28. DEFAULT**

In the event that the awarded PROVIDER(S) should breach this contract, CSC reserves the right to seek remedies in law or in equity.

## **29. REPRESENTATIONS AND ACKNOWLEDGMENTS**

- A. PROVIDER represents to CSC that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the

PROVIDER shall immediately provide written notice of same to the CSC Programs Manager.

1. There have been no events that could have a material effect on PROVIDER'S operations or financial stability.
2. PROVIDER has no knowledge of any violations of laws or regulations the effects of which should be considered by CSC prior to entering into this Agreement.
3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.
4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.
6. PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CSC'S satisfaction for the agreed compensation.
7. PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CSC shall be comparable to local state and national best practice standards.

**B. PROVIDER acknowledges that:**

1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by PROVIDER.
2. Information, guidance and technical assistance offered by the CSC Programs Manager, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CSC and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

**30. PUBLIC ENTITIES CRIMES ACT**

PROVIDER represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which generally provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to

provide any goods or services to CSC, may not submit a bid on a contract with CSC for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSC, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CSC, and may not transact any business with CSC in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this statute shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CSC'S competitive procurement activities.

### **31. GOVERNING LAW AND VENUE**

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

### **32. COMPLIANCE WITH LAWS**

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

### **33. SEVERABILITY**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CSC or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

### **34. CIRCULARS, STATUTES, AND COMMON RULES**

The source of the CSC'S funding is local dollars; thus the PROVIDER does not need to conduct a separate single audit under this contract. The PROVIDER shall use the following Circulars as a guideline for managing the CSC'S funding:

- A. Uniform Guidance: The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").
- B. The Florida Single Audit Act, §215.97, Florida Statutes.

### **35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Subject to and in accordance with HIPAA, both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CSC is funding services, CSC personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CSC from disclosing



protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or CSC'S uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and CSC with regard to this Agreement; however if the Programs Manager subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Programs Manager in his/her sole and absolute discretion at that time.

### **36. JOINT AND SEVERAL LIABILITY**

If PROVIDER consists of more than one entity, each entity shall be jointly and severally liable and responsible for the performance of all obligations of PROVIDER hereunder.

### **37. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the Florida Uniform Electronic Transaction Act, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and to be valid and effective for all purposes. Each person executing and delivering this Agreement for a Party hereby represents and warrants that they have been authorized by such Party, and that they have the full power and authority, to execute and deliver this Agreement for such Party and that they personally have executed and delivered this Agreement (whether manually or electronically as stated above) for their respective Party.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as evidenced by each signature.

This **XX** page contract, inclusive of Exhibit A, Scope of Work, and Exhibit B, Informed Consent Process Authorizing Release of The School Board of Broward County Data, is hereby executed as follows: **List other exhibits, as applicable.**

Approved as to form by:

JOHN MILLEDGE, ESQ.  
200 Las Olas Office Building  
200 SW First Avenue, Suite 800  
Ft. Lauderdale, FL 33301

\_\_\_\_\_  
John Milledge, Esq.

In accordance with Florida Statutes Section 448.095, and under penalties of perjury, the undersigned contractor/PROVIDER swears and affirms that it has read the following statement and that it is true:

- (a) Contractor/PROVIDER uses, and will use, the E-Verify system to verify the work authorization status of all newly hired employees, contractors, and subcontractors and of all employees, contractors, and subcontractors working on "federal contracts;"
- (b) Contractor/PROVIDER does not, and will not, employ, contract with, or subcontract with an unauthorized alien;
- (c) Contractor/PROVIDER has obtained, and will obtain, affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and
- (d) Contractor/PROVIDER will maintain a copy of any such subcontractor affidavits for the duration of the applicable CSC contract.

**PROVIDER:**  
**Provider's Name**

**CSC:**

**SIGNED**

**SIGNED**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** **Dawn Liberta**

**TITLE:** **Executive Director**

**TITLE:** **Chair**

**Provider Federal Identification #:** **XX-XXXXXX**

**Attachment:** Exhibit A and B **List other exhibits, as applicable.**

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**Provider Name**

**RFP**

**Contract #:** **XX-XXXX**

**Initial Contract /Renewal FY 22/23**