

## **STANDARD TERMS AND CONDITIONS FOR BROWARD COUNTY UNIT OF SERVICE FUNDING AGREEMENTS**

The standard terms and conditions set forth in this document (“Standard Terms”) govern each Broward County Unit of Service Funding Agreement (“Funding Agreement”) administered by the Broward County Human Services Department.

### **RECITALS**

- A. The Funding Agreement supports the County’s goal of delivering accessible human services that holistically address the whole person collaboratively and compassionately.
- B. Funding given to Provider, as identified in the Funding Agreement, has been found and declared to be for a County and public purpose by the Broward County Board of County Commissioners.

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

### **ARTICLE 1. DEFINITIONS**

The following terms will have the meanings described below and apply to these Standard Terms and the Funding Agreement:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Clients** means individuals served by Provider as more fully described in Exhibit C, Scope of Services.
- 1.4. **Contract Adjustment** means a funding adjustment or other change that may be executed, on behalf of County, by the Human Services Department Director or Deputy Director as authorized in these Standard Terms or by any other individual authorized by the Board.
- 1.5. **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Funding Agreement as specified in the “County Information” section of the Funding Agreement.
- 1.6. **Contract Manager** means the Human Services Department staff person who coordinates and communicates with Provider and who manages and supervises Provider’s performance of the Services and Provider’s compliance with these Standard Terms and the Funding Agreement.

- 1.7. **HSD** means the Broward County Human Services Department.
- 1.8. **HSSS** means the Human Services Software System, the client services management system, or any other participant information collection and data exchange system designated by County.
- 1.9. **Initial Term** means the initial contracted period identified as the “Initial Term” in the Funding Agreement.
- 1.10. **Option Period** means a contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, Agreement Specifications.
- 1.11. **Provider Handbook** means HSD’s manual for service providers that contains performance measures, standard practices, required forms, and other requirements for service delivery and contractual compliance, which is incorporated into these Standard Terms by reference, as may be amended from time to time by County.
- 1.12. **Repository** means HSD’s repository under County’s Evaluation and Planning Section. The repository address is identified in the Provider Handbook.
- 1.13. **Services** means all work required of Provider under the Funding Agreement and these Standard Terms, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in Exhibit C, Scope of Services.
- 1.14. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to County through Provider, regardless of tier.

## **ARTICLE 2. EXHIBITS**

Exhibits referenced in these Standard Terms and the Funding Agreement are located as follows:

Exhibit A (Agreement Specifications): Funding Agreement  
Exhibit B-1 (Certification of Empowerment): Funding Agreement  
Exhibit B-2 (Authorized Invoice Signatures): Funding Agreement  
Exhibit C (Scope of Services): Funding Agreement  
Exhibit D (Required Reports and Submission Dates): Funding Agreement  
Exhibit E (Certification of Payments to Subcontractors and Suppliers): Standard Terms  
Exhibit F (Contract Adjustment Form): Standard Terms  
Exhibit G (2 C.F.R. 200 Part F Single Audit Certification Form): Standard Terms

## **ARTICLE 3. TERM OF AGREEMENT**

- 3.1. Term. The Funding Agreement begins and ends on the dates specified in Exhibit A (Agreement Specifications) unless otherwise terminated as provided in these Standard Terms. Subject to annual appropriation by the Board, the Contract Administrator may renew the Funding Agreement on the same terms and conditions stated in these Standard Terms for up to two (2) additional one-year Option Periods as specified in Exhibit A, or as otherwise approved by the Board. To exercise an Option Period, the Contract Administrator must notify Provider in writing no less than five (5) business days prior to

the expiration of the then-current term of the Funding Agreement, provided that the Option Period will not be effectively exercised if Provider objects to the exercise of the Option Period prior to the date on which the Option Period will begin. The term of the Funding Agreement includes the Initial Term, Option Period(s), and any extension(s) of the Funding Agreement.

- 3.2. Continuity of Services. If unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available and expiration of the Funding Agreement would result in a gap in the provision of Services, then upon the Board's approval of funds, the term of the Funding Agreement may be extended by the HSD Director or Deputy Director and Provider, via a Contract Adjustment, for a period not to exceed six (6) months.
- 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 Provider, as determined by the Contract Administrator;
  - 3.3.3. Demonstrated financial stability by Provider; 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 the Funding Agreement for any subsequent renewal or extension period.

- 3.4. Funding. The continuation of the Funding 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. If amounts to be paid by County under the Funding Agreement are budgeted to be funded with transportation surtax proceeds in accordance with Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County will have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under the Funding Agreement and County may terminate the Funding Agreement for convenience in accordance with Article 8.

#### **ARTICLE 4. SCOPE OF SERVICES**

- 4.1. Provider must provide all Services specified in Exhibit C (the "Scope of Services") for each program set forth in the Funding Agreement and must meet the required Outcomes in accordance with the Funding Agreement or the Provider Handbook. The Scope of Services is a description of Provider's obligations and responsibilities and is deemed to include

preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Services described that exclusion would render performance by Provider impractical, illogical, or unconscionable.

- 4.2. If applicable, Provider must notify County in writing prior to the proposed opening, closing, or relocating of a service site/location listed in Exhibit C or applicable Contract Adjustment at least thirty (30) days prior to such change, in accordance with the “Notices” section of these Standard Terms. No such opening, closing, or relocation may occur without County’s prior written consent, which consent will not be unreasonably withheld.
- 4.3. Organizational Profile. Provider must submit a completed Organizational Profile, as defined in the Provider Handbook, to First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward. Provider must update its Organizational Profile annually and submit it with Provider’s first invoice for the then-current term of the Funding Agreement. The Organizational Profile will be used for collecting data for a countywide resource inventory to support coordinated health education and human services planning annually in Broward County.
- 4.4. Update Alerts. Provider must register staff to receive alerts regarding revisions to the Provider Handbook and related documents through AccessBROWARD: <https://access.broward.org/About.aspx>.

## **ARTICLE 5. COMPENSATION**

- 5.1. Maximum Funding. County will pay Provider for Services performed and completed in accordance with the Funding Agreement, Provider Handbook, and these Standard Terms up to the maximum funding amounts specified in the Agreement Specifications, which amount will be accepted by Provider as full compensation for all such Services. Provider acknowledges that the maximum funding amounts are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Provider for its Services. These maximum amounts, however, do not constitute a limitation upon Provider’s obligation to perform all Services required by or which can be reasonably inferred from Exhibit C (Scope of Services). No amount will be paid to Provider to reimburse its expenses unless otherwise expressly required in these Standard Terms or the Funding Agreement.
- 5.2. Method of Billing and Payment. Subject to the provisions in this article, County will pay Provider monthly for units of service delivered, invoiced, and documented as specified in Exhibit C and any applicable Contract Adjustment. The number of units of service to be billed during each term of the Funding Agreement must not exceed the units of service specified in Exhibit C and any applicable Contract Adjustment.
  - 5.2.1. Provider Match. If a Provider match is required in the Funding Agreement and unless otherwise stated in Exhibit A (Agreement Specifications), County will pay Provider for only nine (9) out of each ten (10) units of service delivered, invoiced, and documented. Each tenth (10th) unit of service provided for which no payment

is made by County will count toward Provider's match requirement for that selection of units of service. Provider's match requirement may be satisfied by either units of service or other in-kind services that are dedicated to and utilized solely for its service obligations under the Funding Agreement. The use of in-kind services may be approved by the Contract Administrator following Provider's submission of a written certification that all in-kind services utilized to meet the match requirement are limited to the performance obligations of the Funding Agreement and satisfy the service requirements described in Exhibit C. Provider must submit monthly with its invoice documentation that accurately details all in-kind services utilized to meet its match requirement for the previous month.

5.2.2. Client Co-payment for Services. If Provider is required in the Funding Agreement to collect co-payments from Clients, Provider must assess the Client's income and must only impose co-payments in accordance with the Co-pay Schedule found in the Provider Handbook or, when applicable, the Broward County Administrative Code.

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

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

At the end of the Initial Term and each Option Period, County will also apply a Reduction to Provider's final monthly invoice if Provider does not serve the minimum number of unduplicated Clients as required in Exhibit C (Scope of Services). If the Funding Agreement is funded in whole or in part by a grant from a third-party funder and either (a) the funder denies any of County's requests for payments under the Funding Agreement as an ineligible expenditure, or (b) the funder requests the return of any funds that have been paid erroneously to Provider (collectively, "Ineligible Amount"), County may deduct the Ineligible Amount from the next invoice submitted by Provider. If there is no longer an invoice from which to deduct the Ineligible Amount, Provider must, within ten (10) days after receiving notice from County, return to County the funds that the funder has declined to reimburse or requested to be returned.

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

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

5.2.5. Invoice Requirements and Due Dates.

- 5.2.5.1. Unless otherwise stated in Exhibit D (Required Reports and Submission Dates), Provider must submit an original invoice in a form approved by the Contract Manager plus one (1) complete copy of the invoice with supporting documentation monthly on or before the date specified in Exhibit D. If the due date falls on a weekend or County holiday, the original invoice, its complete copy, and supporting documentation are due on the next business day. Acceptable supporting documentation as described in this section must be in the form of a report provided through County's HSSS or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes. County may reduce Provider's payment for any invoice that is not timely received by County and that results in a financial penalty being imposed on County from any third-party funder because of Provider's untimely invoice. Any such reduction will be equal to the financial penalty imposed on County.
- 5.2.5.2. If applicable, Provider must submit a Certification of Payments to Subcontractors and Suppliers (in the form attached to these Standard Terms as Exhibit E) with each invoice that includes the Services performed by a Subcontractor or supplier. The certification must be accompanied by a copy of the notification sent to each unpaid Subcontractor or supplier listed on the form, explaining the good cause why payment has not been made to that Subcontractor or supplier.

- 5.2.5.3. Provider must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Provider withholds an amount as retainage from Subcontractors or suppliers, Provider must release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection will be a material breach of the Funding Agreement, unless Provider demonstrates to the Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Provider promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Provider must include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

If Provider has been authorized to use Subcontractors in accordance with the "Subcontracting" article of these Standard Terms, or if Provider uses any suppliers of materials for the required services under the Funding Agreement, Provider acknowledges the requirements pertaining to payments to Subcontractors and suppliers in this article, in addition to the requirements in the "Subcontracting" article of these Standard Terms.

- 5.2.5.4. In addition to all other invoice requirements, all required fields within the HSSS must be completed thoroughly and accurately for each reported unit of service for it to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. Provider must reimburse County, as described in the "Corrected Invoices" section below, for any units of service that do not comply with this requirement that were previously invoiced and paid by County during the applicable term.
- 5.2.5.5. The Contract Administrator may authorize manual invoicing if Provider lacks access to the HSSS through no fault of Provider, as determined by the Contract Administrator in their sole discretion.
- 5.2.5.6. Where the unit of service rate is an hourly rate, County will pay for full fifteen (15) minute increments (unless otherwise provided in the Funding Agreement or Provider Handbook) at the rate of one-quarter (1/4) of the applicable unit of service rate if Provider has provided the unit of service as stated in Exhibit C.

- 5.2.6. Proper Invoice. County must pay Provider within thirty (30) days after receipt of Provider's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances ("Code"). To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in these Standard Terms, the Funding

Agreement, or the Code; and (b) be submitted (i) on the then-current forms and in accordance with the instructions prescribed in the Provider Handbook, (ii) through the communication system as provided through County's HSSS, or (iii) as otherwise agreed to in writing by the HSD Director or Deputy Director. Payments will be sent to Provider's address in accordance with the "Official Payee" section of these Standard Terms, unless otherwise requested by Provider in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of Provider to comply with a term, condition, or requirement of these Standard Terms and/or the Funding Agreement. Further, County may deduct from any outstanding invoice any monies due from Provider under these Standard Terms and/or the Funding Agreement. County may set off any amounts Provider owes to County under these Standard Terms and/or the Funding Agreement against any amounts County owes to Provider under these Standard Terms and/or the Funding Agreement.

5.2.7. Corrected Invoices.

- 5.2.7.1. If Provider determines that it has previously submitted an incorrect invoice and been paid by County, Provider must include the corrections on the next regular monthly invoice after discovery of the error. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which Services were rendered and must be received by County no later than (a) ninety (90) days after the date the invoice being corrected was originally due to County, or (b) twenty (20) days after the end of the then-current term of the Funding Agreement, whichever is earlier. Provider must resubmit the original supporting documentation and submit the revised supporting documentation along with a completed "Required Services Documentation" form as provided in the Provider Handbook, unless the Contract Administrator has, in writing, provided alternative documentation requirements. The invoice, including the corrections, must be accompanied by a cover letter signed by Provider's authorized representative summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the error.
- 5.2.7.2. If County determines that Provider has previously incorrectly billed and was reimbursed for a period within the current term of the Funding Agreement, Provider must include the corrections on the next regular monthly invoice. If the date of reimbursement is outside of the term of the Funding Agreement in which the overpayment occurred, Provider must pay County within forty-five (45) days after receipt of written notice from County.
- 5.2.7.3. Invoices or documentation returned to Provider for corrections will not be considered as submitted and will be cause for delay in County's

issuance of payment to Provider without the accrual of interest on any payments owed by County to Provider. Provider must sign and date any revised invoice. Submission of accurate information, timely documentation, and other requested information as required by County will be considered a factor in evaluating future funding requests.

- 5.2.7.4. The certification statement on the monthly invoice submitted by Provider must be signed by Provider's authorized representative(s) as referenced in Exhibit B-2 (Authorized Invoice Signatures). If it becomes necessary for Provider to replace Provider's representative(s), a copy of the authorizing resolution or legislation as passed by Provider's Board of Directors or Trustees or equivalent must be submitted to the Contract Manager, along with replacement Exhibit B-1 (Certification of Empowerment) and Exhibit B-2, within ten (10) days after replacement of Provider's representative(s).

- 5.2.8. Withholding by County; Overcharges. Notwithstanding any provision of these Standard Terms to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Provider's failure to comply with any provision of these Standard Terms and/or the Funding Agreement. The amount withheld will not be subject to payment of interest by County. Provider must promptly refund to County any overcharged amount(s) in accordance with the "Corrected Invoices" provisions above.

5.3. Approval and Execution Authority for Contract Adjustments.

- 5.3.1. The HSD Director or Deputy Director and Provider, using the Contract Adjustment form attached to these Standard Terms as Exhibit F, may approve and execute a Contract Adjustment for the following adjustments:
  - 5.3.1.1. Reduction of Funds. If Provider underutilizes funds under the Funding Agreement, the Contract Administrator has the authority to reduce the maximum funding allocated under the Funding Agreement.
  - 5.3.1.2. Midterm Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum annual funding provided in the Funding Agreement up to ten percent (10%) of the Board-approved maximum amount for that fiscal year.
  - 5.3.1.3. Program Allocations. The Contract Administrator has the authority to adjust the allocation of maximum funding between any particular program or service category described in the Funding Agreement.

- 5.3.1.4. Renewal Funding Adjustments. Subject to annual appropriation of funds by the Board, the Contract Administrator has the authority to adjust the maximum renewal funding and to make corresponding revisions to the maximum units of service and minimum number of Clients to be served for Option Periods under the Funding Agreement.
  - 5.3.1.5. Third-Party Grant-Funded Agreements. If the source of funds payable by County to Provider under the Funding Agreement is, in whole or in part, a grant from a third party and the Funding Agreement does not provide contingent renewal funding amounts, the Contract Administrator is authorized to adjust, after receipt of renewal funding or appropriation of funds by the Board, the maximum amounts payable to Provider for an Option Period.
- 5.3.2. Any Contract Adjustment increasing the maximum funding for the Initial Term or an Option Period by more than ten percent (10%) must be authorized by the Board and may be executed on behalf of County by the HSD Director or Deputy Director, or any other individual authorized by the Board.
- 5.3.3. All Contract Adjustments must contain, at a minimum, the following information and requirements:
  - 5.3.3.1. A description of the funding adjustments being made, which description must specify in detail any changes in maximum funding and any corresponding adjustments or revisions to the maximum units of service and minimum number of Clients to be served;
  - 5.3.3.2. A reference to the provision of these Standard Terms under which the adjustment is authorized;
  - 5.3.3.3. Any other additional instructions or provisions relating to the Services authorized under these Standard Terms or the Funding Agreement; and
  - 5.3.3.4. Be sequentially numbered, dated, and signed by County's authorized representative and Provider.
- 5.4. Suspension of Payment. County, through its Contract Administrator in their sole discretion, may, in writing, suspend payments to Provider if Provider does not comply with material terms of these Standard Terms or the Funding Agreement including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to County's acceptance and approval of these reports and plans. County's suspension of payment may last through the duration of Provider's noncompliance as determined solely by the Contract Administrator, and no interest will be due to Provider on any suspended payments.
- 5.5. Payer of Last Resort. Provider represents to County that no other reimbursement or payment is available or will be received by Provider for any Services invoiced to County, and County has relied upon that representation. Provider must ensure that funding under the Funding Agreement does not supplant any existing programs or resources and is used

as funding of last resort. The Funding Agreement specifically excludes (a) payments for Services eligible to be covered by Medicaid, Medicare, or other third-party funding source ("Third-party Funding Source"); (b) any fee collected; (c) non-County reimbursement; or (d) compensation of any kind, including in-kind compensation received from any Client (collectively, "Third-party Payments"). Provider will bill and pursue collection of all available Third-party Payments and Client payments for Services rendered under the Funding Agreement prior to billing County for any such Services.

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

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

5.5.1.2. Provider must keep accurate and complete records of Third-party Payments for any Service covered by the Funding Agreement, and Provider must make all of these records available to County upon demand.

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

5.5.2. In Emergency Conditions, as defined in Section 16.30 of these Standard Terms, County may waive Provider's obligation to bill and pursue collection of Third-party Payments and Client payments for Services rendered to Disaster Evacuees, as defined in Section 16.30.

Provider must keep accurate and complete records of Services rendered that are covered by Third-party Payments for Clients served and must make these records available to County at the end of the Emergency Conditions or upon demand, whichever occurs first.

5.6. Equipment Purchases. Provider must report on its invoice to County all equipment that it purchased under the Funding Agreement and must attach to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator) documentation listing in detail the kind and type of equipment, its serial number, cost, and any other data the Contract Administrator or Contract Manager requires. Provider must ensure that no equipment is disposed of without the HSD Director's or Deputy Director's prior written approval. If Provider files or is subject to a petition for bankruptcy, dissolution, appointment of a receiver, or assignment for the benefit of creditors, voluntary or

involuntary; if Provider becomes insolvent; or if the Funding Agreement expires or is terminated with or without cause, then the title and ownership of all existing property acquired with funds from the Funding Agreement will immediately and automatically be vested in County in the name of "Broward County, Florida." Within ten (10) days after written request by the Contract Administrator, Provider must deliver any property vested in County to the place designated in the Contract Administrator's written request. Provider must immediately notify the Contract Administrator in writing of Provider's insolvency or its filing for bankruptcy or dissolution, voluntary or involuntary.

- 5.7. Official Payee. County will make all payments solely in the name of Provider as the official payee. The name, address, and telephone number of the official payee to whom payment will be made for Provider is specified in the "Provider Information" section of the Funding Agreement. Provider must advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) days after such change, using the notice procedure under the "Notices" section of these Standard Terms.
- 5.8. Continuous Service. As a condition of funding under the Funding Agreement, Provider acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Funding Agreement. If Provider exhausts County's funds under the Funding Agreement prior to the end of any term of the Funding Agreement, Provider is obligated to provide the same level of service to Clients as prescribed in the Funding Agreement until the end of the term without additional County funds.

#### **ARTICLE 6. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)**

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

#### **ARTICLE 7. PROGRAM MONITORING AND EVALUATION, RECORDS MANAGEMENT, AND OTHER REPORTING REQUIREMENTS**

Provider must comply with the Program Monitoring and Evaluation, Records Management, and other reporting requirements outlined in the Provider Handbook.

#### **ARTICLE 8. TERMINATION**

- 8.1. Termination for Cause. The Funding 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. The Funding Agreement may be terminated for cause by County for reasons including, but not limited to, Provider's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in the Funding Agreement, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated

submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in these Standard Terms or the Funding Agreement, if the Funding Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under these Standard Terms or the Funding Agreement, or the County representative (including any successor) who executed the Funding Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates the Funding Agreement for cause, such termination will be deemed a termination for convenience in accordance with Section 8.2 effective thirty (30) days after such notice was provided and Provider will be eligible for the compensation provided in Section 8.2 as its sole remedy.

- 8.2. Termination for Convenience; Other Termination. The Funding Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Provider. Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Funding Agreement for convenience including in the form of County's obligation to provide advance written notice to Provider of such termination in accordance with this section. The Funding 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 the Funding Agreement is terminated by County in accordance with this section, Provider will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Provider for Services under the Funding Agreement.

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

- 8.3. Notice of termination must be provided in accordance with the "Notices" section of these Standard Terms except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.
- 8.4. If the Funding Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due Provider may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, in accordance with the "Rights in Documents and Work" provision of these Standard Terms.
- 8.5. In addition to any termination rights stated in these Standard Terms, County is entitled to seek any and all available contractual or other remedies available at law or in equity

including recovery of costs incurred by County due to Provider's failure to comply with any term(s) of these Standard Terms and the Funding Agreement.

- 8.6. Transition Plan. Prior to termination of the Funding Agreement in its normal course, or upon earlier termination for any reason, Provider must cooperate fully with County, and any third party designated by County, to develop a transition plan to provide for the transition of the Services provided under the Funding Agreement. The transition plan must, at a minimum, provide for the orderly and reasonable transfer of Services in a manner that causes minimal disruption to the continuity of Services.

## **ARTICLE 9. SUBCONTRACTING**

- 9.1. Provider is subcontracting if Provider engages a third party including, but not limited to, individuals, partnerships, corporations, or any other type of entity, via formal agreement or any other mechanism to perform the Services, in whole or in part, required by the Funding Agreement. Services provided by third parties other than Provider's own employees, officers, and volunteers will be deemed subcontracted.
- 9.2. Provider may not subcontract Services or enter into an employee leasing agreement without the prior written approval of the Contract Administrator or as authorized in the Funding Agreement.
- 9.3. The Contract Administrator's written approval referenced in this article will be limited to Provider's approval to enter into a subcontracting relationship with a third party and will not be an approval of any subcontracting document between Provider and its Subcontractor.
- 9.4. Regardless of subcontracting, Provider remains responsible for and must supervise the Services provided under the Funding Agreement, and County is not responsible for Provider's or Subcontractor's employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, or other similar administrative procedures applicable to Services rendered under the Funding Agreement.
- 9.5. The delivery of Services through Subcontractors will not in any way relieve Provider of full responsibility for all requirements, provisions, and terms of these Standard Terms, the Funding Agreement, and the Provider Handbook.
- 9.6. Provider must, by written contract, require all Subcontractors to conform to the requirements of these Standard Terms, the Funding Agreement, and all Applicable Law, guidelines, and standards. Provider must likewise require its Subcontractors to agree to the requirements and obligations of this article.
- 9.7. Provider must pay its Subcontractors and suppliers as provided in the "Compensation" article of these Standard Terms.
- 9.8. Provider must reimburse County for all funds not used in compliance with these Standard Terms and the Funding Agreement by Provider and its Subcontractors.

## **ARTICLE 10. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS**

10.1. This Section 10.1 applies only if Provider is a nongovernmental entity.

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

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

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

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

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

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

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

10.2. This Section 10.2 applies only if Provider is a governmental entity.

10.2.1. Financial Statements. Within two hundred seventy (270) days after the close of each of Provider's fiscal years in which Provider receives funds under the Funding Agreement, Provider must provide to the Repository and the Contract Manager Provider's audited financial statements and any generated management letters regarding funding provided under the Funding Agreement as well as Provider's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Provider's fiscal year during which it

receives County funds and for each of Provider's subsequent fiscal years until Provider expends all County funds.

- 10.2.2. Management Letters. Provider must provide simultaneously to the Repository and the Contract Manager all management letters arising from its audited financial statements within two hundred seventy (270) days after the date of such management letters as they relate to the program described in the Funding Agreement.

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

#### **ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

- 11.1. Provider and Subcontractors must not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Funding Agreement. Provider must include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 11.2. County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code. Although no CBE goal has been set for the Funding Agreement, County encourages Provider to give full consideration to the use of CBE firms to perform Services under the Funding Agreement.

#### **ARTICLE 12. INDEMNIFICATION; GOVERNMENTAL IMMUNITY**

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

obligation have been settled or otherwise resolved. Any amount withheld must not be subject to payment of interest by County.

- 12.2. If Provider is a governmental entity, Provider is excused from complying with Section 12.1 above for any Claim for which County may not be indemnified under Section 768.28(19), Florida Statutes.
- 12.3. Except to the extent sovereign immunity may be deemed waived by entering into the Funding Agreement, nothing in these Standard Terms or the Funding Agreement is intended to serve as a waiver of sovereign immunity by County or by Provider (if Provider is a governmental entity), nor will anything included in these Standard Terms or the Funding Agreement be construed as consent by County or by Provider (if Provider is a governmental entity) to be sued by third parties in any matter arising out of the Funding Agreement.

### **ARTICLE 13. DESIGNATED REPRESENTATIVES AND EMPOWERMENT**

- 13.1. County's representative is the Contract Administrator as identified in Section 1.5. The title of Provider's representative responsible for the administration of the program under the Funding Agreement is specified in the Funding Agreement.
- 13.2. Provider's authorized representative(s) is identified in Exhibit B-1 (Certification of Empowerment). Changes in Provider's authorized representative(s) in Exhibit B-1 must be communicated to County as directed in the "Compensation" article and the "Notices" section of these Standard Terms.
- 13.3. The empowered signatures of invoices under the Funding Agreement for Provider are those individuals referenced in Exhibit B-2 (Authorized Invoice Signatures). Changes in the empowered signatures in Exhibit B-2 must be communicated to County as directed in the "Notices" section of these Standard Terms.

### **ARTICLE 14. INSURANCE**

- 14.1. If Provider is a nongovernmental entity, Provider must maintain insurance coverage as required in the "Insurance Requirements" section of the Provider Handbook and/or as specified in Exhibit A (Agreement Specifications).
- 14.2. The provisions of this Section 14.2 apply only if Provider is a governmental entity.
  - 14.2.1. As a governmental entity, Provider is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.
  - 14.2.2. Upon request by County, Provider must provide County with written verification of liability protection that meets the requirements of Florida law.
- 14.3. If Provider contracts with a Subcontractor to provide any of the Services, Provider 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. Provider must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Provider must not permit any Subcontractor to provide Services until the insurance requirements under this section are met. If requested by County, Provider must furnish evidence of insurance of all such Subcontractors.

- 14.4. County reserves the right to review any and all insurance policies required by this article in the event of a controverted claim, and to reasonably adjust the limits and/or types of coverage required in these Standard Terms and the Funding Agreement, from time to time throughout the term of the Funding Agreement.
- 14.5. 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 Provider is completed.

## **ARTICLE 15. REPRESENTATIONS AND WARRANTIES**

- 15.1. Representation of Authority. Provider represents and warrants that these Standard Terms and the Funding Agreement constitute the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of the Funding Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of the Funding Agreement is within Provider's legal powers, and each individual executing the Funding Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.
- 15.2. Solicitation Representations. Provider represents and warrants that all statements and representations made in any applicable proposal, bid, or other supporting documents submitted to County in connection with the Funding Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes the Funding Agreement, unless otherwise expressly disclosed in writing by Provider.

Provider acknowledges that:

- 15.2.1. Verification of liability protection (unless Provider is a governmental entity) and a completed Exhibit B-1 (Certification of Empowerment) and Exhibit B-2 (Authorized Invoice Signatures) must accompany the Funding Agreement upon execution of the Funding Agreement by Provider.
- 15.2.2. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of the Funding Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.
- 15.3. Public Entity Crime Act. If applicable, Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into the Funding Agreement will not violate

that statute. Provider further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

- 15.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and throughout the term of the Funding Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and throughout the term of the Funding Agreement will remain, in compliance with Section 286.101, Florida Statutes.
- 15.5. Claims Against Provider. Provider represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of the Funding Agreement, (b) materially and adversely affect the authority or ability of Provider to perform its obligations under these Standard Terms and the Funding Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Provider or on the ability of Provider to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 15.6. Verification of Employment Eligibility. Provider represents that Provider and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the Funding Agreement will not violate that statute. If Provider violates this section, County may immediately terminate the Funding Agreement for cause and Provider will be liable for all costs incurred by County due to the termination.
- 15.7. Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Provider represents and warrants that the Services will be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services will equal or exceed prevailing industry standards for the provision of such Services.

- 15.8. Prohibited Telecommunications. Provider represents and certifies that Provider and all Subcontractors do not use, and throughout the term of the Funding 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.
- 15.9. Criminal History Screening Practices. If the Funding Agreement is subject to the requirements of Section 26-125(d) of the Code, Provider represents and certifies that Provider will comply with Section 26-125(d) throughout the term of the Funding Agreement.
- 15.10. Entities of Foreign Concern. The provisions of this section apply only if the Funding Agreement provides access to an individual's personal identifying information. By execution of the Funding Agreement, the authorized representative of Provider hereby attests under penalty of perjury as follows: Provider is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Provider; and the authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in these Standard Terms or the Funding Agreement have the meanings ascribed to such terms in Section 287.138, Florida Statutes.
- 15.11. Additional Representations. Provider represents and certifies to County that, upon its execution of the Funding Agreement and continuing throughout the term of the Funding Agreement, as may be extended, the following representations are and will remain true and correct. If any of the following representations become false, Provider must immediately provide written notice to the Contract Administrator:
- 15.11.1. No irregularities in Provider's management or employees have a material effect on Provider's operations or financial stability.
  - 15.11.2. Provider has committed no violations or potential violations of laws or regulations, the effects of which should be considered by County prior to entering into the Funding Agreement.
  - 15.11.3. Provider has in its records and has disclosed to County all material information pertaining to the financial position of Provider.
  - 15.11.4. Provider has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Provider's financial position.
  - 15.11.5. If Provider is operating a facility or providing a service that requires any type of licensure including, but not limited to, licensure under Applicable Law, Provider

maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.

- 15.11.6. When applicable, Provider will ensure compliance with the provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. Provider must maintain these screening requirements and records of same for volunteers and employees based on the population served.
- 15.12. Provider Handbook Acknowledgment. Provider acknowledges receipt of the Provider Handbook and understands that each document contained in the Provider Handbook is made a part of these Standard Terms and the Funding Agreement. Provider also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the revision to Provider. Provider may terminate the Funding Agreement within thirty (30) days after notice of any updates or revisions if the Parties mutually agree that the updates or revisions substantially impact Provider's ability to perform as contracted. Otherwise, Provider acknowledges it will be bound by the requirements outlined in the Provider Handbook, as amended by County.
- 15.13. Client Records Protection. Provider represents that it has established and implemented policies and procedures that ensure compliance with the HSD information systems security policies specified in the "Human Services Software System" section of the Provider Handbook and all Applicable Law for the protection of confidential Client records and electronic exchange of confidential information.
- 15.14. Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County is entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of the Funding Agreement without any further liability to Provider; (c) set off from any amounts due Provider the full amount of any damage incurred; and (d) debarment of Provider.

## **ARTICLE 16. MISCELLANEOUS**

- 16.1. Contract Administrator Authority. Provider acknowledges that the Contract Administrator and Contract Manager have no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in these Standard Terms and the Funding Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in these Standard Terms or the Funding Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator and Contract Manager may exercise ministerial authority in connection with the day-to-day management of the Funding 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.

- 16.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Provider specifically for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), will be owned by County and Provider hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and must provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Provider represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in these Standard Terms. Provider must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of the Funding Agreement. Any compensation due to Provider may be withheld until all Documents and Work are provided as set forth herein. Provider must ensure that the requirements of this section are included in all of Provider’s agreements with Subcontractor(s).
- 16.3. Public Records. Notwithstanding any other provision in these Standard Terms and the Funding 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 the Funding Agreement. If Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:
- 16.3.1. Keep and maintain public records required by County to perform the Services;
  - 16.3.2. 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;
  - 16.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the duration of the Funding Agreement and after completion or termination of the Funding Agreement if the records are not transferred to County; and
  - 16.3.4. Upon expiration or termination of the Funding Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the Services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains the public records, Provider must meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

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

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE FUNDING AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL, OR ADDRESS ON THE COVER OF THE FUNDING AGREEMENT.**

- 16.4. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and all Subcontractors that are related to the Funding Agreement. Provider and all Subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Funding Agreement and performance under the Funding Agreement. All such books, records, and accounts must be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Provider and all Subcontractors must make same available to County in written form at no cost and allow County to make copies. Provider must provide County with reasonable access to Provider’s facilities, and County must be allowed to interview all employees to discuss matters pertinent to the performance of the Funding Agreement.

Provider and all Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Funding Agreement for at least three (3) years after expiration or termination of the Funding Agreement or until resolution of any audit findings, whichever is longer. This section will survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants County the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Provider must make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment based upon such entry. Provider must refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Provider must, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Provider.

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

- 16.5. Independent Contractor. Provider is an independent contractor of County, and nothing in these Standard Terms and the Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under these Standard Terms and the Funding Agreement.
- 16.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Funding Agreement is as a Party to the Funding 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 the Funding Agreement and will not be attributable in any manner to County as a Party to the Funding Agreement.
- 16.7. Third-Party Beneficiaries. Neither Provider nor County intends to primarily or directly benefit a third party by the Funding Agreement. Therefore, the Parties acknowledge that

there are no third-party beneficiaries to the Funding Agreement and that no third party is entitled to assert a right or claim against either of them based upon the Funding Agreement.

- 16.8. Notices. Unless otherwise stated in these Standard Terms, for notice to a Party to be effective under the Funding 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 the Funding Agreement and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth in the Funding Agreement unless and until changed by providing notice of such change in accordance with this section.
- 16.9. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in the Funding Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting as provided in Exhibit C (Scope of Services), neither the Funding Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any change of control (as defined herein) will be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of the Funding Agreement, and permit County to immediately terminate the Funding Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

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

- 16.10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in these Standard Terms or in writing in advance by the Contract Administrator, Provider is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including, but not limited to, through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Provider must ensure that any use of generative artificial intelligence tools by Provider or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Provider must implement and

maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

- 16.11. Conflicts. Neither Provider nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to its performance under the Funding Agreement. During the term of the Funding Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Provider is not a party unless compelled by legal process. Further, such person will not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section will not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Provider is permitted under the Funding Agreement to utilize Subcontractors to perform Services, Provider must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.
- 16.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation in the Funding Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in the Funding Agreement is substantial and important to the formation of the Funding Agreement, and each is, therefore, a material term. County's failure to enforce any provision of the Funding Agreement will not be deemed a waiver of such provision or modification of the Funding 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 the Funding Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 16.13. Compliance with Laws. Provider and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.
- 16.14. Severability. If any part of these Standard Terms or the Funding Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part will be deemed severed and the balance will remain in full force and effect.
- 16.15. Joint Preparation. The Funding Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 16.16. Interpretation. The titles and headings contained in these Standard Terms and the Funding Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of these Standard Terms or the Funding Agreement. All

personal pronouns used in these Standard Terms or the Funding 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 these Standard Terms or the Funding 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 these Standard Terms or the Funding Agreement, such reference is to the section or article as a whole, including all subsections of the section or article, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.

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

- 16.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of these Standard Terms, the Funding Agreement, the Provider Handbook, or provision of any document or exhibit attached to, referenced by, or incorporated herein, the terms of the Funding Agreement (followed by these Standards Terms) will prevail and be given effect.
- 16.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. These Standard Terms and the Funding 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 these Standard Terms or the Funding Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with these Standard Terms or the Funding 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 THESE STANDARD TERMS OR THE FUNDING AGREEMENT.**
- 16.19. Amendments. Unless expressly authorized in these Standard Terms or the Funding Agreement, no modification, amendment, or alteration of any portion of these Standard Terms or the Funding Agreement is effective unless contained in a written document executed with the same or similar formality as the Funding Agreement and by duly authorized representatives of County and Provider.

The foregoing notwithstanding, the HSD Director or Deputy Director may make adjustments in accordance with the "Compensation" article and the "Emergency Conditions" section of these Standard Terms and, after consultation with the Office of the County Attorney, may also approve minor changes to the Funding Agreement that do not substantively change the Scope of Services. The Contract Administrator may also administratively revise or update the Provider Handbook documents from time to time as provided in these Standard Terms.

- 16.20. Prior Agreements. These Standard Terms and the Funding Agreement represent the final and complete understanding of the Parties regarding the subject matter of the Funding Agreement and supersede all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Funding Agreement are contained in these Standard Terms, the Provider Handbook, or the Funding Agreement.
- 16.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider must: (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto, if any, or, if such agreement is not attached hereto and if requested by County, execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Provider's and County's uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of the Funding Agreement. Provider must ensure that the requirements of this section are included in all agreements with Subcontractors.
- 16.22. Payable Interest.
- 16.22.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and Provider waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Funding Agreement.
- 16.22.2. 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 the Funding 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).

- 16.23. Incorporation by Reference. All referenced Exhibits are incorporated into and made a part of these Standard Terms. The Provider Handbook is incorporated by reference into these Standard Terms.

If applicable, Provider must abide by all the covenants and representations contained in its response to the Request for Proposals (RFP), Request for Letters of Interest (RLI), or Request for Applications (RFA) (collectively, "Request"), upon which County has relied and upon which the Funding Agreement is based, and Provider acknowledges that such covenants and representations in the Request will form, become a part of, and be incorporated by reference into the Funding Agreement. If the Request or any of the Request's portions conflicts with the Funding Agreement, the Funding Agreement will control and govern the interpretation of any terms and conditions.

- 16.24. Multiple Originals and Counterparts. The Funding 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.

- 16.25. Use of County Name or Logo; Publicity. Provider must not use County's name or logo in marketing or publicity materials without prior written consent from County. To seek approval for use of County's name and logo, Provider must coordinate with the Contract Manager and comply with the requirements in this section. Provider acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities undertaken by Provider concerning the Services must use the name "Broward County" and the official Broward County logo and must include the following statement: "The services provided by [Insert Provider's Legal Name] are a collaborative effort between Broward County and [Insert Provider's Legal Name] with funding provided by the Board of County Commissioners of Broward County, Florida, under an agreement."

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

- 16.26. Polystyrene Food Service Articles. Provider must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.
- 16.27. Anti-Human Trafficking. The provisions of this section apply if Provider is a nongovernmental entity. By execution of the Funding Agreement by an authorized representative of Provider, Provider hereby attests under penalty of perjury that Provider does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative

of Provider declares that they have read the foregoing statement and that the facts stated in it are true.

- 16.28. Certification Relating to Federal Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to the Funding Agreement between County and Provider, Provider must complete and submit Standard Form-LLL, Disclosure of Lobbying Activities.
- 16.29. Certification Relating to No Smoking and Children's Services. The Pro-Children Act of 1994, 20 U.S.C. § 6081 et seq. ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health care, daycare, early childhood services, education, or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with federal funds. The Act does not apply to (a) children's services provided in private residences or portions of facilities used for inpatient drug or alcohol treatment, (b) service providers whose sole source of applicable federal funds is Medicare or Medicaid, or (c) facilities where Women, Infants, and Children (WIC) coupons are redeemed. Provider's failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order in accordance with the Act on the responsible entity, such as Provider. By signing the Funding Agreement, Provider certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children.
- 16.30. Emergency Conditions. Except where otherwise provided by law or where Provider is otherwise directed by appropriate authority, Provider must provide any supportive or recovery-related services as requested by County during and after Emergency Conditions. These services may include, but are not limited to, distributing food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or any other locations in Broward County as determined by County through its Contract Administrator. Individuals who have been displaced or affected by the Emergency Conditions are referred to as "Disaster Evacuees." Emergency Conditions include, but are not limited to:

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

In the event of an Emergency Condition, the HSD Director or Deputy Director, in their sole discretion, has the authority during and after the Emergency Conditions to (a) make adjustments to the maximum funding, including increases, under the Funding Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under the Funding Agreement; (c) modify, add, or delete Services listed under Section I.E. of Exhibit C (Scope of Services); (d) exercise an Option Period; (e) waive the “Performance” section of these Standard Terms; and (f) extend the term of the Funding Agreement. All Services provided by Provider during Emergency Conditions must be in accordance with the terms and conditions stated in these Standard Terms, the Funding Agreement, and the Provider Handbook.

- 16.31. Discharge Planning. If Provider is a hospital district, mental health service provider, or law enforcement agency, or if Provider provides services such as hospital, jail, or mental health treatment beds, then Provider will participate with County in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.
- 16.32. Renegotiation. The Parties agree to renegotiate the Funding Agreement if revision of any Applicable Law or increase or decrease in allocations makes changes in the Funding Agreement necessary.
- 16.33. Federally Funded Contracts.
  - 16.33.1. If Provider is a subrecipient of federal funds, Provider acknowledges that it must remain in good standing with all applicable requirements under 2 C.F.R. Part 200 and notify the Contract Manager of any changes to its status on the Federal Government’s Excluded Parties List System within forty-eight (48) hours after notice.
  - 16.33.2. If Provider is a subrecipient of federal funds and subject to the audit requirements of 2 C.F.R. Part 200 Subpart F, Provider must complete Exhibit G (2 C.F.R. 200 Part F Single Audit Certification Form).

- 16.33.3. If the Funding Agreement includes federal funds of \$30,000 or more in the aggregate (inclusive of all Option Periods), Provider must complete County's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form for Subrecipients of Federal Funds, which will be provided by the Contract Manager, and submit same to County (i) within ten (10) days after execution of the Funding Agreement, (ii) within ten (10) days after execution of an amendment or Contract Adjustment to the Funding Agreement if such amendment or Contract Adjustment results in an aggregate amount of federal funding that equals or exceeds \$30,000, or (iii) within a reasonable time as approved in writing by the Contract Administrator.

[Remainder of Page Intentionally Left Blank]

**Exhibit E**  
**Certification of Payments to Subcontractors and Suppliers**

\*[To be completed at time of invoice submittal]

Funding Agreement #: \_\_\_\_\_

The undersigned Provider hereby swears under penalty of perjury that:

1. Provider has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of the Standard Terms as incorporated in the Funding Agreement, except as provided in Paragraph 2 below.

2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

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

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

Dated \_\_\_\_\_, 20\_\_\_\_

Provider: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

STATE OF            )  
COUNTY OF        )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_  
Signature of Notary Public

Name: \_\_\_\_\_  
Print, Type, or Stamp Name of Notary

(NOTARY SEAL)

My commission expires: \_\_\_\_\_

## Exhibit F – Contract Adjustment Form

Funding Agreement: Broward County and Enter Provider's legal name

Funding Agreement #: enter number

Change Type: \_\_\_\_\_

Contract Adjustment #: enter number

---

1. This Contract Adjustment is between Broward County ("County") and Provider Legal Name ("Provider") in accordance with the Funding Agreement dated month day, year, for Title of Funding Agreement ("Funding Agreement"). County and Provider are collectively referred to as the "Parties."
2. All capitalized terms not expressly defined within this Contract Adjustment have the meaning ascribed to such terms in the Funding Agreement.
3. Amendments to the Funding Agreement made under this Contract Adjustment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions.
4. The Parties desire to make the adjustments detailed below as authorized in the Standard Terms and/or the Funding Agreement.

### Adjustment(s):

a. \_\_\_\_\_

See Exhibit C (Scope of Services) for additional details.

5. This Contract Adjustment is effective month day, year.
6. Except as modified herein, all remaining terms and conditions of the Funding Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Adjustment # enter number: Broward County, by and through its Human Services Department Director or Deputy Director, as authorized under Article 5 of the Standard Terms or as authorized by Board action on month day, year, and Provider, signing by and through its duly authorized representative.

### County

### Provider

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

Legal Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_ day of \_\_\_\_\_, 20\_\_



**Exhibit G**  
**2 C.F.R. 200 Part F Single Audit Certification Form**

| <b>SECTION A – Entity Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------------------|--|
| Entity Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       | Fiscal Year Ending<br>(mm/dd/yyyy)     /     / |  |
| Street Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |                                                |  |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | State | ZIP                                            |  |
| Contact Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       | Title                                          |  |
| Phone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Fax   | Email                                          |  |
| <b>SECTION B – Independent Auditor Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       |                                                |  |
| Firm Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |                                                |  |
| Street Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |                                                |  |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | State | ZIP                                            |  |
| CPA Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |                                                |  |
| Phone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Fax   | Email                                          |  |
| <b>SECTION C – Subject to Subpart F Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |       |                                                |  |
| <input type="checkbox"/> <b>AUDIT ELIGIBLE</b> – Our entity <u>is subject</u> to the Subpart F Single Audit /formerly A-133 requirements. Our agency expended \$750,000 or more in total Federal awards for the fiscal year ending noted above. We will submit the following to Broward County within the earlier of 30 days after receipt of the auditor's report(s), or nine months of this entity's fiscal year end (check one): <div style="margin-left: 20px;"> <input type="checkbox"/> Subpart F Single Audit report and any management letters, if applicable.<br/> <input type="checkbox"/> Copy of extension letter from the Office of the State Auditor. We will submit the Subpart F Single Audit report and any management letters, if applicable, by the extension date.<br/> <input type="checkbox"/> Schedule of County pass-through dollars.         </div> |       |                                                |  |
| <b>SECTION D – Exempt from Subpart F Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                                                |  |
| <input type="checkbox"/> <b>EXEMPT STATUS</b> – Our entity <u>is exempt</u> from the Single Audit 2 C.F.R. 200 Subpart F/ formerly A-133 requirements for the following reason (check one): <div style="margin-left: 20px;"> <input type="checkbox"/> Our entity expended less than \$750,000 in total Federal awards for the fiscal year noted above.<br/> <input type="checkbox"/> Our entity is a for-profit organization and is not subject to the audit requirements.         </div> <p>Your entity is not required to submit any other documentation. However, you are required to have your records available for audit.</p>                                                                                                                                                                                                                                          |       |                                                |  |
| <b>SIGNATURE SECTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |                                                |  |
| <p>I am this entity's representative who is authorized to sign its financial documents. I certify that we are in compliance with Federal laws and regulations. The statements made herein are true and correct to the best of my knowledge.</p> <p>Representative: Print: _____ Date _____ Title _____</p> <p>Signature: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       |                                                |  |

*Please email a signed copy of this form and any applicable required documents in PDF format to [GrantsAdmin\\_Finance@broward.org](mailto:GrantsAdmin_Finance@broward.org), with the subject line "Audit Certification" and your entity name. Please submit documents to Broward County Grants Administration no later than September 30th. Questions? Page two of this form contains some frequently asked questions.*

07/2018

## **2 C.F.R. Subpart F Single Audit Frequently Asked Questions**

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Who is required to submit the requested information to Broward County?</b>                     | Local Governments, and Non-Profits (non-Federal entities) which expend Federal awards provided by Broward County.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>When should I submit a Single Audit Report?</b>                                                | <p>2 C.F.R. 200 Subpart F requires report submissions to be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.</p> <p>A Single Audit examination is required when an entity has expended more than \$750,000 in Federal awards in the entity's fiscal year.</p>                                                                                                                                                                                                  |
| <b>When can I claim an exemption to the Audit?</b>                                                | Exemptions are allowed when non-Federal entities expend less than \$750,000 in Federal awards during the entity's fiscal year, or they are a for-profit organization.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>How do I submit the required information?</b>                                                  | <p>Submit all documentation to the Grants Administration, Broward County, via Email GrantsAdmin_Finance@broward.org with the subject line: <i>"Audit Certification" and your entity name</i>. All documents are required to be in PDF (Portable Document Format).</p> <p><i>**We strongly encourage that all correspondence please be emailed to us. We receive many responses to our audit requests and are required to electronically file them in our system. Please contact us if email (or alternatively, fax) is not possible.</i></p> |
| <b>What is your mailing address and phone number**?</b>                                           | <p>Broward County<br/>Attn.: Grants Administration / Audit Certification<br/>100 South Andrews Avenue, 8th Floor<br/>Fort Lauderdale, FL 33301<br/>Phone: 954-357-7322</p> <p><i>**We strongly encourage that all correspondence please be emailed to us. We receive many responses to our audit requests and are required to electronically file them in our system. Please contact us if email is not possible.</i></p>                                                                                                                    |
| <b>What if there is an audit finding?</b>                                                         | If there is an audit finding related to a federal grant for which the County passed through federal dollars to the grantee; a Corrective Action Plan outlining how the issue will be resolved will need to be submitted to the County for review.                                                                                                                                                                                                                                                                                            |
| <b>My question or concern is not answered here. Who can I contact for additional information?</b> | <p>Broward County Grants Administration<br/>Phone: 954-357-7322<br/>Email: GrantsAdmin_Finance@broward.org</p>                                                                                                                                                                                                                                                                                                                                                                                                                               |