☒ Client ☐ Non-Client
☐ Multi-County

☐ State Funds
☒ Federal Funds

STATE OF FLORIDA
DEPARTMENT OF HEALTH
FINANCIAL ASSISTANCE STANDARD CONTRACT

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department", and Town of Davie hereinafter referred to as the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following Governing Law:

1. **State of Florida Law:** This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. **Federal Law:**
   a. If this Contract contains federal funds, Provider must comply with public law section 106-107, the provisions of 2 C.F.R. part 200, and other applicable regulations as specified in the Contract.
   b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
   d. If this Contract contains federal funds and is over $100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this Contract contains federal funding more than $100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
   f. [Reserved].
   g. If this Contract contains federal funds, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education, or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this Contract.
   h. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, as revised, collectively referred to as "HIPAA."
   i. **Use and Disclosure of Confidential Women, Infant and Children (WIC) Information:** When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with

the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit https://fedgov.dnb.com/webform and to obtain registration and instructions for SAM, visit https://sam.gov/.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, will have full access to and the right to examine any of Provider's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record-keeping requirements are included in all subcontracts and assignments. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. Consistent with the recipient or subrecipient requirements as specified in Attachment III, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
   a. **Documentation:** Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
   b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
      1) Allowable under the Contract and applicable laws, rules, and regulations.
      2) Reasonable; and
      3) Necessary for Provider to fulfill its obligations under this Contract.

      All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
   c. **Annual Financial Report:** Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract with the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
   d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.
   e. **Annual Compensation Report:** If applicable, Provider must submit Attachment N/A, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment N/A without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.

7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

   If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
10. **Cooperation with the Florida Senate and the Florida House of Representatives:** Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
11. **Exit Transition Services:** If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this Contract and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand

the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**
   a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
   b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
   c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
   d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.
3. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of $500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

F. Insurance: To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance during the existence of this Contract and any renewal(s) and extension(s) of it. Upon execution of this Contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

G. Safeguarding Information: Provider will not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with State and federal law except upon written consent of the recipient or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. **Assignment:** Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
2. **Subcontracts:**
   a. Provider will be responsible for all work performed and all expenses incurred for this Contract. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null, and void and Provider will not be paid for such subcontracted services.
   b. Unless otherwise stated in the Provider's Contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.

J. Transportation Disadvantaged: If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.

K. Purchasing

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** Pursuant to section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting http://www.pride-enterprises.org.
2. **Procurement of Materials with Recycled Content:** Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. **MyFloridaMarketPlace Vendor Registration:** Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code, Rule 60A-1.033.
4. **MyFloridaMarketPlace Transaction Fee:**
   a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.

b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).
c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering reprocurement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.

5. **Alternative Contract Source:** This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. **Registered to do Business with the State:** All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution.
7. **Taxes:** The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. **Background Screening Requirements:** In the Department's sole and exclusive discretion, it may determine that background screening of some or all the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
   a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
   b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
   c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
   d. Be responsible for any costs incurred in meeting this screening requirement.
2. **Drug Screening Requirements:**
   a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
   b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
   c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Programs and Activities; Procedure for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.
2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health."* If the sponsorship reference is in written material, the words "*State of Florida, Department of Health"* will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:**
   a. The following paragraph applies regardless of the dollar value of the good or services provided: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in

statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

b. The following paragraph applies only when goods or services to be provided are $1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

4. **Antitrust Violator Vendor List:** Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
5. **Department Notification Requirements:** Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.

S. Patents, Copyrights, Royalties, and Ownership of Property

1. Provider shall not assert any rights to a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.
6. The following is only applicable to contracts executed with State universities, as defined in section 1001.705, Florida Statutes:
   a. Provider will retain ownership of all intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
   b. Provider must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable,

nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

c. If this contract is paid for with federal funds, Provider will grant the awarding federal agency an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

U. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security and Confidentiality of Data, Files, and Records:

1. **Information Security:** The State requires that all data generated, used, or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
2. **Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
3. **Business Associate Agreement:** If applicable, Provider must execute Attachment IV, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
4. **Acceptable Use and Confidentiality Agreement:** If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment N/A, Acceptable Use and Confidentiality Agreement prior to accessing the network.

W. Venue and Remedies for Default:

1. **Venue:** Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's County health departments, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.

X. Force Majeure: Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike, or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If Provider believes an excusable delay has occurred, Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks

and deliverables affected by the delay. Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the Contract is tolled for any reason, Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to Provider.

Y. **Employment Eligibility Verification**: Provider is required to use the U.S. Department of Homeland Security's E-Verify system, located at https://www.e-verify.gov to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Z. **USDA WIC Services:** Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants: Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records, and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees if it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

AA. **Replacement of Provider staff:** The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.

BB. **Purchase of Motor Vehicles:** Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.

CC. Pharmacy Benefit Manager Services: Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial claw backs. Provider agrees to have data reporting measures, including, but not limited to, data regarding rebates and payments from drug manufacturers, insurers, and pharmacies, if applicable, available to the Department for review. Any information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed $344,988.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at https://flvendor.myfloridacfo.com. Any subsequent changes to Provider's W-9 must be made on this website; however, if the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

C. Vendor Ombudsman: A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

D. Counterparts; Electronic Signatures: This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

A. Effective and Ending Dates: This Contract will begin on 5/1/2026. It will end on 8/31/2028.

B. Termination

1. **Termination at Will:** This Contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Provider will be compensated for any work completed prior to the effective date of the termination.
2. **Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to the effective date of the termination.
3. **Termination for Breach:** This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring, or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. Modification: Any modifications to this Contract must be in writing and executed by the parties.

D. Contract Representatives Contact Information:

1. The name, mailing address, email address, and telephone number of Provider's official payee to whom the payment will be made is:

Town of Davie
8800 SW 36th Street
Davie, FL 33328
954-797-1050 wakerman@davie-fl.gov

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

William Ackerman, Budget & Finance Director
Town of Davie
8800 SW 36th Street, Davie, FL 33328

3. The name, mailing address, email address, and telephone number of the Department's Contract Manager is:

Antonella Quimbayo
780 SW 24th Street
Fort Lauderdale, FL 33315
954-412-7182 Antonella.Quimbayo@flhealth.gov

4. The name, mailing address, email address, and telephone number of Provider's representative responsible for administration of the program under this Contract is:

Britany Ziems
8800 SW 36th Street
Davie, FL 33328
954-797-1033 bziems@davie-fl.gov

5. Provide written notice to the other party of any changes in the above Contract representative's contact information. Any such changes will not require a formal amendment to this Contract.

E. All Terms and Conditions Included: This Contract and its attachments and exhibits as referenced, Attachment I with Exhibits A-C, Attachment II, Attachment III with Exhibits 1-4 and Attachment IV contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.

END OF TEXT

IN WITNESS THEREOF, the parties hereto have caused this 73 page Contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above Contract and agree to the terms contained within it.

PROVIDER: TOWN OF DAVIE	**STATE OF FLORIDA, DEPARTMENT OF HEALTH**
SIGNATURE:	**SIGNATURE:**
PRINT/TYPE NAME: JUDY PAUL	**PRINT/TYPE NAME: PAULA M. THAQI, M.D, MPH**
TITLE: MAYOR	**TITLE: DIRECTOR – DOH BROWARD**
DATE:	**DATE:**
STATE AGENCY 29-DIGIT FLAIR CODE:	**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL**
FEID# (PLUS 3-DIGIT SEQ.) (OR SSN): 59-6046527-021	
PROVIDER FISCAL YEAR ENDING DATE: 9/30	

ATTACHMENT I

A. Services to be provided:

1. General Description:

a. General Statement: This contract is for the operation of a post overdose co-responder (CoRe) program. This program will involve a collaborative team consisting of the Provider's emergency medical services (EMS) personnel and navigators who will provide harm reduction services, linkage to care and social support services for individuals who use drugs.

b. Authority: Pursuant to Sections 381.001 & 381.0031, Florida Statutes, the Department of Health has the authority to enter this agreement.

2. Definition of Terms:

a. Department: Florida Department of Health in Broward County.

b. Drug: a substance or chemical that causes an overdose or intoxication (e.g., opioids and stimulants).

c. Emergency Department (ED): the department of a hospital responsible for the provision of medical and surgical care to patients arriving at the hospital in need of immediate care.

d. Harm reduction services: behavioral health support, naloxone distribution, overdose education.

e. Linkage to care: behavioral health treatment and medication for opioid use disorder.

f. Navigator: an individual familiar with the local public health landscape who works directly with persons who use drugs (PWUD) to ensure they have the tools to address barriers to seek care and who supports persons accessing substance use disorder treatment and care, as well as access to other services, such as harm reduction and social supports. The Navigator may be a certified peer recovery specialist, case manager, community health worker, individual with lived experience, or other individual who links PWUD to care and harm reduction services.

g. Overdose: occurs when someone takes too much of a drug or medication, leading to dangerous and potentially life-threatening side effects or death.

h. Quarter: a three-month period of the contract term. The quarters for this contract are September – November, December – February, March – May, June – August.

i. Social support services: employment support, food assistance, housing support, transportation services.

j. Warm handoff: the process of transitioning a patient with substance use disorder from an intercept point such as an emergency department, to a treatment provider once the patient is stable. This includes in-person/video/phone conversations during which the individual, the organization making the referral, and the organization receiving the referral are all present to ensure that the patient connects with the community provider.

3. Clients to be served: Direct-Client Services | Specific criteria: PWUD and are transported to an ED in Broward County, Florida by the Provider's EMS.

B. Manner of Service Provision:

1. Scope of Work: The Provider's navigator(s) will collaborate with the Provider's EMS personnel to link PWUD to services, including but not limited to harm reduction services and linkage to care and/or harm reduction services and social support services.

a. Task List: The Provider shall perform the following tasks:

1) Within 72 hours of the client's discharge from the ED to their residence in Broward County, ensure an attempt to connect with the client to provide harm reduction services and linkage to care and/or harm reduction services and social support services is made by the CoRe team. Document on Town of Davie Fire Rescue Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) and submit to the Department via Microsoft Forms within 72 hours following each client encounter.

2) Submit a monthly report (Exhibit B) to the Contract Manager within 15 days following the end of each month,

b. Deliverables: The Provider shall perform the following deliverables in the time and manner specified:

1) Provision of services as specified in Tasks B.1.a.1) and B.1.a.2).

c. Performance Measures: Deliverables must be met at the following minimum level of performance:

1) Documentation of all clients who are provided services as specified in Task B.1.a.1) must be submitted as specified.

2) Exhibit B must be submitted monthly as specified in Task B.1.a.2).

2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified shall result in a reduction in payment for that deliverable as follows:

a. Failure to submit documentation for all clients who are provided services as specified in Task B.1.a.1) shall result in a reduction of 2% from the monthly invoice for each client's documentation not provided.

b. Failure to submit Exhibit B monthly as specified in Task B.1.a.2) shall result in a reduction of 10% from the monthly invoice.

3. Service Location and Times:

a. Service Delivery Location: Services under this contract shall be coordinated at 6901 Orange Drive, Davie, Florida 33314.

b. Changes in Location: The Provider shall notify the Contract Manager in writing within five business days of location changes that will affect the Provider's ability to complete the deliverables under the contract.

c. Service Times: Services shall be provided daily as necessary.

4. Staffing Requirement:

a. Staffing Level: Provider shall maintain an adequate administrative and organizational structure sufficient to complete the deliverables under the contract.

b. Professional Qualifications: Provider will be responsible for the staff affiliated with this contract, ensuring they have the education, experience and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.

c. Staffing Changes: The Provider shall notify the Contract Manager in writing within 72 hours of any staffing changes that will affect the Provider's ability to complete the deliverables under the contract.

C. Method of Payment:

1. Payment: This is a fixed price, fixed fee contract. The Department will pay the Provider for satisfactory completion of the deliverables as specified in Section B.1.b.1 of this contract, a total dollar amount not to exceed $344,988.00 for the contract term subject to the availability of funds. Payments will be made as follows: for the periods May 2026 through April 2027 and May 2027 through April 2028, there will be equal monthly payments in the amount of $12,321.00 for a total dollar amount not to exceed $147,852.00 in any contract year. For the period May 2028 through August 2028, there will be equal monthly payments of $12,321.00 for a total dollar amount not to exceed $49,284.00 for the contract period.

2. Unit of Service: A unit of service will consist of one month of completed required deliverables, as specified in section B.1.

3. Invoice Requirements: Provider shall submit a properly completed invoice to the Contract Manager within 15 days from the end of each month. The final month's invoice shall be submitted within 15 days from the end of the contract year. At a minimum, each invoice shall be submitted on the Provider's letterhead, contain a list of all completed deliverables for the invoice period, the invoice date, invoice number, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind Provider.

4. Supporting Documentation Requirements

   a. Budget: The Department approved budget for the initial contract year is attached (Exhibit C). Each subsequent contract year, the budget shall be submitted to the Contract Manager for approval by July 1. Any revisions to an approved budget or budget justification must be submitted to the Contract Manager for review and approval prior to implementation.

   b. Quarterly Financial Report: Each contract year, for quarters one through three, the Provider shall prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, the Provider shall submit the financial report as specified in Section I. C.6.c. of the Standard Contract. Each Quarterly Financial Report shall state, by line item, all contract fund expenditures made by the Provider to complete the deliverables under this contract.

D. Special Provisions:

1. Contract Renewal: This contract may be renewed for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be

contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

2. Non-Expendable Property Requirements: Non-expendable property is defined as tangible personal property with a value or cost of $5,000.00 or more and having a projected useful life of one year or more, any hardback book with a value or cost of $25.00 or more and having an expected useful life of at least one year or more that is circulated to students or the general public, and any hardback book with the value or cost of $250.00 or more that is not circulated to students or the general public. Hardback books with a value or cost of $250.00 or more should be classified as OCO (Other Capital Outlay) expenditures.
All such property purchased with funds from this contract must be listed on the property records of Provider. The listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
All such property purchased with funds from this contract shall be inventoried annually and a written non-expendable property inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property shall be submitted to the Department along with the expenditure report for the period in which it was purchased.
Title (ownership) to all non-expendable property acquired with funds from the contract shall be vested in the Department upon completion or termination of the contract.
Provider shall not dispose of non-expendable property purchased with funds from this contract except with the permission of the Department in accordance with their instructions.

3. Background Screening Requirement: Provider shall conduct background screenings or submit an attestation as specified in section L.1., of the Department's Standard Contract for all staff hired or maintained during the contract term. Provider will incur all costs associated with the background screenings.

4. Exhibits: Exhibits may be modified by the Department during the term of the contract without a formal amendment. Should an exhibit be modified, the Department's Contract Manager or program staff shall send the modified exhibit to the Provider and request written acknowledgment of receipt.

5. Meeting Attendance: Provider shall attend and participate in the Department's monthly Overdose Fatality Review Committee meetings; attend and participate in the EMS personnel meetings which will be organized by the Department and held quarterly; and participate in meetings and/or interviews with the evaluation team at the University of Florida, as needed.

6. Data submission: Provider shall regularly review submitted data for errors or discrepancies. If any data errors or discrepancies are identified, ensure corrections are made through form field resubmissions.

[END OF TEXT]

Davie Fire Rescue Post-Overdose Co-Responder Tracking Sheet (Exhibit A)

* Required

Provider Information

1. **Provider Organization** *

- ◯ **Davie Fire Rescue Department**

2. **Name of Form Submitter** *

Please select the name of the person completing this form.

- ◯ **Nademeh Vega**
- ◯ Other

Incident Information

3. **Date of EMS Arrival at Incident Scene** *

4. **Time of EMS Arrival at Incident Scene** *

Please enter the time of EMS arrival at incident scene in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

5. **Incident Location ZIP Code** *

- ◯ **33004**
- ◯ **33019**
- ◯ **33020**
- ◯ **33021**
- ◯ **33023**
- ◯ **33024**
- ◯ **33025**
- ◯ **33026**
- ◯ **33027**
- ◯ **33028**
- ◯ **33029**
- ◯ **33143**
- ◯ **33301**
- ◯ **33302**
- ◯ **33304**
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- ◯ **33326**
- ◯ **33327**
- ◯ **33328**
- ◯ **33330**
- ◯ **33331**
- ◯ **33332**
- ◯ **34441**
- ◯ Other

6. **Incident Type** *

Please select all the checkboxes that apply. For each substance type, choose only one of the following: overdose, intoxication, or withdrawal. For example, you may select "Opioid Overdose" and "Stimulant Intoxication," but you cannot select both "Opioid Overdose" and "Opioid Intoxication."

- [ ] **Opioid Overdose**
- [ ] **Stimulant Overdose**
- [ ] **Other Overdose** (*Excluding Opioids and Stimulants*)
- [ ] **Overdose on Unknown Substance(s)**
- [ ] **Opioid Intoxication**
- [ ] **Stimulant Intoxication**
- [ ] **Other Intoxication** (*Excluding Opioids and Stimulants*)
- [ ] **Intoxication from Unknown Substance(s)**
- [ ] **Opioid Withdrawal**
- [ ] **Stimulant Withdrawal**
- [ ] **Other Withdrawal** (*Excluding Opioids and Stimulants*)
- [ ] **Withdrawal from Unknown Substance(s)**

Emergency Department/Hospital Information

7. **Receiving Emergency Department/Hospital Name** *

- ◯ **Broward Health Medical Center**
- ◯ **Cleveland Clinic Weston Hospital**
- ◯ **HCA Florida Plantation Emergency**
- ◯ **HCA Florida University Hospital**
- ◯ **HCA Florida Westside Hospital**
- ◯ **Joe Dimaggio Children's Hospital**
- ◯ **Memorial Hospital Miramar**
- ◯ **Memorial Hospital Pembroke**
- ◯ **Memorial Hospital West**
- ◯ **Memorial Regional Hospital**
- ◯ Other

8. **Client Discharge Date** *

9. **Client Discharge Time** *

Please enter the client's discharge time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

10. **Client Discharge Disposition** *

- ◯ **Discharged**
- ◯ **Left Against Medical Advice**

Client Information

11. **Client Unique Identifier** *

The value must be a number

12. **Client Age** *

The value must be a number

13. **Client Sex** *

- ◯ **Female**
- ◯ **Male**

14. **Client Pregnancy Status** *

- ◯ **Pregnant**
- ◯ **Not Pregnant**
- ◯ **Unknown**

15. **Client Sexual Orientation** *

- ◯ **Bisexual**
- ◯ **Gay or Lesbian**
- ◯ **Straight (Not Gay or Lesbian)**
- ◯ **Unknown**

16. **Client Race** *

- ◯ **American Indian or Alaska Native**
- ◯ **Asian**
- ◯ **Black or African American**
- ◯ **Middle Eastern or North African**
- ◯ **Native Hawaiian or Other Pacific Islander**
- ◯ **White**
- ◯ **Multiracial**
- ◯ **Unknown**
- ◯ Other

17. **Client Ethnicity** *

- ◯ **Hispanic or Latino**
- ◯ **Not Hispanic or Latino**
- ◯ **Unknown**

18. **Client Residential ZIP Code** *

- ◯ **33024**
- ◯ **33312**
- ◯ **33314**
- ◯ **33317**
- ◯ **33324**
- ◯ **33325**
- ◯ **33326**
- ◯ **33328**
- ◯ **33330**
- ◯ **33331**
- ◯ **33332**
- ◯ Other

19. **Client Priority Population Characteristics** *

Please select all the checkboxes that apply.

- [ ] **Person with Prior Overdose Experiences from Substance Use**
- [ ] **Person with an Opioid Use Disorder (OUD) Diagnosis**
- [ ] **Person with a Stimulant Use Disorder (StUD) Diagnosis**
- [ ] **Person with Another Substance Use Disorder Diagnosis** (*Excluding OUD and StUD*)
- [ ] **Person with an Unknown Substance Use Disorder Diagnosis**
- [ ] **Person with a History of Substance Use Disorder Treatment (without MOUD)**
- [ ] **Person with a History of MOUD**
- [ ] **Person who Injects Drugs**
- [ ] **Person Using Diverted Prescription Pills**
- [ ] **Person Experiencing Disabilities and/or Mental Health Conditions**
- [ ] **Person Experiencing Homelessness or Unstable Housing**
- [ ] **Person Disadvantaged by Reduced Economic Stability**
- [ ] **Person who Lacks Access to any or Adequate Healthcare and Health Insurance**
- [ ] **Person Involved in the Criminal Justice System** (*e.g., Incarcerated, Detained, Under Legal Supervision [i.e., Probation or Parole], or Recently Released from Jail or Prison*)
- [ ] **Non-English Speaker**
- [ ] **None of the Above Apply**
- [ ] **Unknown**

20. **Is Information Available Regarding the Primary Substance(s) Used by the Client?** *

- ◯ **Yes**
- ◯ **No**

21. **Primary Substance(s) Used by the Client** *

Please select all the checkboxes that apply.

- ☐ **Aerosols/Fuels/Nitrates/Solvents** (*e.g., Acetone, Alkyl Nitrates, Butane, Computer Duster, Cyclohexanone, Diethyl Ether, Ethyl Acetate, Ethylene Glycol Monomethyl Ether Acetate, Freon, Gasoline, Glue, Helium, Hexane, Isopropanol, Kerosene, Lighter Fluid, Methyl Ethyl Ketone, Methyl Isobutyl Ketone, Nitrous Oxide, Propane, Toluene, Toluol, Trichloroethane, Trichloroethylene, Trichloromethane, Xenon*)
- ☐ **Alcohol**
- ☐ **Barbiturates** (*e.g., Amobarbital, Barbital, Butabarbital, Butalbital, Methylphenobarbital, Pentobarbital, Phenobarbital, Secobarbital*)
- ☐ **Benzodiazepines** (*e.g., Alprazolam, Bromazepam, Chlordiazepoxide, Clonazepam, Clorazepate, Diazepam, Estazolam, Etizolam, Flunitrazepam, Flurazepam, Halazepam, Lorazepam, Medazepam, Nitrazepam, Oxazepam, Prazepam, Quazepam, Temazepam, Triazolam*)
- ☐ **Hallucinogens** (*e.g., 1,4-Butanediol, 4-Methoxyamphetamine [PMA], 4-Methyl-2,5-Dimethoxyamphetamine [DOM], 5-Methoxy-Disopropyltryptamine [5-MeO-DIPT], Alpha-Ethyltryptamine, Dextromethorphan, Dimethyltryptamine [DMT], Hashish, Ibogaine, Ketamine, LSD, Marijuana, Mescaline, Methylenedioxyamphetamine [MDA], Peyote, Phencyclidine [PCP], Psilocybin/Psilocin, Salvia Divinorum, Salvinorin A, Synthetic Cannabinoids*)
- ☐ **Opioids** (*e.g., Buprenorphine, Butorphanol, Codeine, Diphenoxylate, D-Propoxyphene, Fentanyl, Heroin, Hydrocodone, Hydromorphone, Kratom, Levo-Alphacetylmethadol [LAAM], Meperidine HCl, Methadone, Morphine, Opium, Oxycodone, Oxymorphone, Pentazocine, Propoxyphene, Tramadol*)
- ☐ **Other Sedatives** (*e.g., Carisoprodol, Chloral Hydrate, Diphenhydramine, Diphenylhydantoin, Eszopiclone, Ethclorvynol, Gamma-Butyrolactone [GBL], Gamma-Hydroxybutyric Acid [GHB], Glutethimide, Meprobamate, Methaqualone, Zaleplon, Zolpidem*)
- ☐ **Stimulants** (*e.g., Alpha-PVP [Flakka], Amphetamine, Benzphetamine, Caffeine, Cathinone, Crack Cocaine, Dexmethylphenidate, Dextroamphetamine, Diethylpropion, Ephedrine, Ice, Khat, Lisdexamfetamine, Mazindol, Methamphetamines, Methcathinone, Methylenedioxymethamphetamine [MDMA], Methylphenidate, Nicotine, Pemoline, Phendimetrazine, Phenmetrazine, Phentermine, Propylhexedrine, Synthetic Cathinones*)

Co-Responder Follow-Up Information

22. **Co-Responder Follow-Up Date** *

23. **Co-Responder Follow-Up Time** *

Please enter the co-responder follow-up time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

24. **Did the Co-Responder Team Make Contact with the Client?** *

- ◯ **Yes**
- ◯ **No**

25. **Reason for No Contact** *

- ◯ **Client Not Home**
- ◯ **Client Moved/No Longer at Listed Address**
- ◯ **Client Not Located at Known Location (Unhoused)**
- ◯ **Client Refused Contact**
- ◯ **No Response**
- ◯ **Third Party Stated Client is Unavailable**
- ◯ **Third Party Stated Client Declined Contact**
- ◯ **Client Incarcerated**
- ◯ **Client Hospitalized or in Residential Treatment**
- ◯ **Client Deceased**

26. **Did the Client Receive Services from the Co-Responder Team?** *

- ◯ **Yes**
- ◯ **No**

27. **Reason for No Services** *

- ◯ **Client Declined Services**
- ◯ **Client Unable to Engage Due to Mental Health Symptoms**
- ◯ **Client Unable to Engage Due to Withdrawal Symptoms**
- ◯ **Client Under the Influence and Unable to Engage**

28. **Co-Responder Names** *

Please select the names of the co-responders who delivered services to the client.

- [ ] **Andrea Durand**
- [ ] **Nademeh Vega**
- [ ] Other

29. **Co-Responder Interaction Start Time** *

Please enter the co-responder interaction start time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

30. **Co-Responder Interaction End Time** *

Please enter the co-responder interaction end time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Harm Reduction Service Encounters

A harm reduction service encounter is an interaction with service providers where a need expressed by a participant is addressed and where services are provided including behavioral health support, drug checking, fentanyl test strip distribution, medical services, naloxone distribution, overdose education, safer drug use supplies distribution, safe sex supplies distribution, and wound care supplies distribution.

31. **Was a Harm Reduction Service Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

32. **Type of Harm Reduction Service Provided to the Client** *

Please select all the checkboxes that apply.

- ☐ **Behavioral Health Support** (*Behavioral Health Support Involves Immediate, Crisis-Oriented Interventions Aimed at Reducing Risks Associated with Substance Use, Including Short-Term Counseling, Crisis Intervention, and Peer Support. It should be Distinguished from "Behavioral Health Treatment (without MOUD)," which Focuses on Structured, Evidence-Based Interventions Addressing Longer-Term Behavioral Health Issues*.)
- ☐ **Fentanyl Test Strip Distribution**
- ☐ **Medical Services** (*e.g., Preventative Health [Including Testing] and Treatment of Abscesses, Cotton Fever, Cellulitis, Endocarditis, HAV, HBV, HCV, HIV, MRSA Infection, Necrotizing Fasciitis [aka Flesh-Eating Disease], Sepsis, STI/STD, Wound Botulism, Xylazine-Related SSTI, and Other Infectious Diseases*)
- ☐ **Naloxone Distribution**
- ☐ **Overdose Education** (*e.g., Safer Drug Use Education*)
- ☐ **Safe Sex Supplies Distribution** (*e.g., External Condoms, Internal Condoms, Dental Dams, and Lubricant*)
- ☐ **Wound Care Supplies Distribution** (*e.g., Gauze, Adhesive Bandages, Non-Adhesive Bandages, Medical Tape, Saline, Antiseptic Solutions [Including Hydrogen Peroxide, Ethyl Alcohol, and Isopropyl Alcohol], Antibiotic Ointment, Disposable Gloves, Steri-Strips, and Butterfly Closures*)

33. **Total Number of Naloxone Doses Distributed** *

If you selected 'Naloxone Distribution' in the "Type of Harm Reduction Service Provided to the Client" question, please enter the total number of naloxone doses distributed. Please count each individual dose separately (e.g., if a kit contains two doses, count as two doses). Please enter '0' if no doses were distributed.

Please enter a number less than or equal to 20

34. **Harm Reduction Service Delivery Method** *

◯ **Mobile-Based Outreach Services**

Referral to MOUD

MOUD services include any treatment involving buprenorphine, buprenorphine-naloxone (Suboxone), methadone, or naltrexone.

35. **Was a Referral to MOUD Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

36. **Where was the Client Referred for MOUD?** *

Please enter the specific name of the agency or provider where the client was referred for MOUD services. Please avoid using generic terms like "Methadone Clinic." Instead, please provide the exact name, such as "ABC Methadone Treatment Center."

- ◯ **1st Step Behavioral Health**
- ◯ **Broward Addiction Recovery Center**
- ◯ **Broward House**
- ◯ **Care Resource**
- ◯ **Henderson Behavioral Health**
- ◯ **iMATR Clinic at Broward Health Medical Center**
- ◯ **Larkin Hospital Behavioral Health Services**
- ◯ **Mandala Healing Center**
- ◯ **Memorial Outpatient Behavioral Health**
- ◯ **Recovery First Treatment Center**
- ◯ **Recovery Unplugged Fort Lauderdale**
- ◯ **Recovery Unplugged West Palm Beach**
- ◯ **The Recovery Village Orlando**
- ◯ **The Recovery Village Palm Beach**
- ◯ **Zinnia Health**
- ◯ Other

37. **Did the Client Referral to MOUD Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

38. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

39. **Was the Client Scheduled for an Appointment as Part of the Referral to MOUD?** *

- ◯ **Yes**
- ◯ **No**

40. **MOUD Client Appointment Date** *

41. **MOUD Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Behavioral Health Treatment (without MOUD)

Behavioral Health Treatment (without MOUD) includes any evidence-based behavioral strategies such as counseling, motivational interviewing, cognitive behavioral therapy (CBT), contingency management, and community reinforcement approach.

42. **Was a Referral to Behavioral Health Treatment (without MOUD) Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

43. **Where was the Client Referred for Behavioral Health Treatment (without MOUD)?** *

Please enter the specific name of the agency or provider where the client was referred for behavioral health treatment (without MOUD). Please avoid using generic terms like "Counseling Center." Instead, please provide the exact name, such as "XYZ Counseling Services."

- ◯ **1st Step Behavioral Health**
- ◯ **Archways**
- ◯ **Banyan Health Systems**
- ◯ **Broward Addiction Recovery Center**
- ◯ **Broward House**
- ◯ **Care Resource**
- ◯ **Chrysalis Health**
- ◯ **Fort Lauderdale Behavioral Health Center**
- ◯ **Goodman Jewish Family Services of Broward County**
- ◯ **Gulf Coast JFCS**
- ◯ **Henderson Behavioral Health**
- ◯ **House of Hope**
- ◯ **iMATR Clinic at Broward Health Medical Center**
- ◯ **Larkin Hospital Behavioral Health Services**
- ◯ **Mandala Healing Center**
- ◯ **Memorial Outpatient Behavioral Health**
- ◯ **Mental Health America**
- ◯ **NAMI Broward County**
- ◯ **Recovery First Treatment Center**
- ◯ **Recovery Unplugged Fort Lauderdale**

- ◯ **Recovery Unplugged West Palm Beach**
- ◯ **Silver Impact Center**
- ◯ **Smith Mental Health Associates**
- ◯ **South Florida Wellness Network**
- ◯ **SunServe**
- ◯ **The Recovery Village Orlando**
- ◯ **The Recovery Village Palm Beach**
- ◯ **WestCare The Village South**
- ◯ **Women in Distress**
- ◯ **Zinnia Health**
- ◯ Other

44. **Did the Client Referral to Behavioral Health Treatment (without MOUD) Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

45. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

46. **Was the Client Scheduled for an Appointment as Part of the Referral to Behavioral Health Treatment (without MOUD)?** *

- ◯ **Yes**
- ◯ **No**

47. **Behavioral Health Treatment (without MOUD) Client Appointment Date** *

48. **Behavioral Health Treatment (without MOUD) Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Harm Reduction Services

Harm reduction services include behavioral health support, drug checking, fentanyl test strip distribution, medical services, naloxone distribution, overdose education, safer drug use supplies distribution, safe sex supplies distribution, and wound care supplies distribution.

49. **Was a Referral to Harm Reduction Services Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

50. **Where was the Client Referred for Harm Reduction Services?** *

Please enter the specific name of the agency or provider where the client was referred for harm reduction services. Please avoid using generic terms like "Syringe Services Program." Instead, please provide the exact name, such as "Care Resource's The Special Purpose Outreach Team Syringe Services Program."

- ◯ **Care Resource**
- ◯ **South Florida Wellness Network**
- ◯ **The Robin Foundation**
- ◯ Other

51. **Did the Client Referral to Harm Reduction Services Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

52. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

53. **Was the Client Scheduled for an Appointment as Part of the Referral to Harm Reduction Services?** *

- ◯ **Yes**
- ◯ **No**

54. **Harm Reduction Services Client Appointment Date** *

55. **Harm Reduction Services Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Employment Support

56. **Was a Referral to Employment Support Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

57. **Where was the Client Referred for Employment Support?** *

Please enter the specific name of the agency or provider where the client was referred for employment support. Please avoid using generic terms like "Job Placement Services." Instead, please provide the exact name, such as "123 Staffing Agency."

- ◯ **CareerSource Broward**
- ◯ **Footprint to Success Clubhouse**
- ◯ **OIC of South Florida**
- ◯ **South Florida Wellness Network**
- ◯ Other

58. **Did the Client Referral to Employment Support Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

59. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

60. **Was the Client Scheduled for an Appointment as Part of the Referral to Employment Support?** *

- ◯ **Yes**
- ◯ **No**

61. **Employment Support Client Appointment Date** *

62. **Employment Support Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Food Assistance

63. **Was a Referral to Food Assistance Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

64. **Where was the Client Referred for Food Assistance?** *

Please enter the specific name of the agency or provider where the client was referred for food assistance. Please avoid using generic terms like "Food Bank." Instead, please provide the exact name, such as "ABC Food Pantry."

- ◯ Other

65. **Did the Client Referral to Food Assistance Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

66. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

67. **Was the Client Scheduled for an Appointment as Part of the Referral to Food Assistance?** *

- ◯ **Yes**
- ◯ **No**

68. **Food Assistance Client Appointment Date** *

69. **Food Assistance Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

70. **Did the Client Receive Help with Completing their Food Stamp Application?** *

- ◯ **Yes**
- ◯ **No**

Referral to Housing Support

71. **Was a Referral to Housing Support Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

72. **Where was the Client Referred for Housing Support?** *

Please enter the specific name of the agency or provider where the client was referred for housing support. Please avoid using generic terms like "Shelter" or "Residential Substance Abuse Treatment." Instead, please provide the exact name, such as "ABC Homeless Shelter" or "123 Recovery Center."

- ◯ **211 Broward**
- ◯ **Broward Housing Solutions**
- ◯ **Broward Partnership**
- ◯ **Care Resource**
- ◯ **Fellowship Recovery Community Organization**
- ◯ **Florida Association of Recovery Residences**
- ◯ **HomesUnited**
- ◯ **Project SOAR Recovery Residences**
- ◯ **Taskforce Fore Ending Homelessness**
- ◯ Other

73. **Did the Client Referral to Housing Support Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

74. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

75. **Was the Client Scheduled for an Appointment as Part of the Referral to Housing Support?** *

- ◯ **Yes**
- ◯ **No**

76. **Housing Support Client Appointment Date** *

77. **Housing Support Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Referral to Transportation Service

78. **Was a Referral to a Transportation Service Provided to the Client?** *

- ◯ **Yes**
- ◯ **No**

79. **Where was the Client Referred for Transportation Services?** *

Please enter the specific name of the agency or provider where the client was referred for transportation services. Please avoid using generic terms like "Transportation Program." Instead, please provide the exact name, such as "ABC Transit Assistance Program."

- ◯ **Broward County Paratransit TOPS!**
- ◯ Other

80. **Did the Client Referral to a Transportation Service Involve a Warm Handoff?** *

- ◯ **Yes**
- ◯ **No**

81. **Time Spent on this Warm Handoff (Hours)** *

Please enter the total time spent by peer recovery specialists on this specific warm handoff, in hours. For reference, 0.25 hours corresponds to 15 minutes, 0.50 hours corresponds to 30 minutes, and 0.75 hours corresponds to 45 minutes. Please include time spent on activities such as making phone calls to identify care options, driving clients to care, completing paperwork, and data entry directly related to this warm handoff. Please do not include time spent on other warm handoffs for different referrals made during the client's detention.

The value must be a number

82. **Was the Client Scheduled for an Appointment as Part of the Referral to a Transportation Service?** *

- ◯ **Yes**
- ◯ **No**

83. **Transportation Service Client Appointment Date** *

84. **Transportation Service Client Appointment Time** *

Please enter the client's appointment time in military time (e.g., 1345 for 1:45 PM), ensuring to include leading zeros for single-digit hours (e.g., 0930 for 9:30 AM).

Number must be between 0 ~ 2400

Submission Status

85. **Submission Status** *

- ◯ **I confirm my responses are complete.**
- ◯ **I would like to save my progress and edit later.**

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

Microsoft Forms

Monthly Report

Provider Name	
Name & Title of Provider Staff Completing Report	
Email Address	
Date Submitted	

Month of Report		**Total # of Navigators working this month:**	
Year of Report		**Initials of Navigators working this month:**	

Task: B.1.a.1) Within 72 hours of the client's discharge from the ED to their residence in Broward County, ensure an attempt to connect with the client to provide harm reduction services and linkage to care and/or harm reduction services and social support services is made by the CoRe team. Document on Town of Davie Fire Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) and submit to the Department via Microsoft Forms within 72 hours following each client encounter.		
	Total # of follow-up attempts made by the CoRe team within 72 hours of the client's discharge from the ED to their residence in Broward County.	
	Total # of follow-up attempts not made by the CoRe team within 72 hours of the client's discharge from the ED to their residence in Broward County.	
	Total # of client encounters documented on the Town of Davie Fire Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) within 72 hours following each client encounter.	
	Total # of client encounters not documented on the Town of Davie Fire Department Post-Overdose Co-Responder Tracking Sheet (Exhibit A) within 72 hours following each client encounter.	

Special Provision: 5) Overdose Fatality Review Committee (OFRC): Provider shall attend and participate in the Department's monthly OFRC meeting.	Name & Title of Provider Representative(s):	OFRC Meeting Date:
Special Provision: 5) EMS Personnel Meeting: Provider shall attend and participate in the EMS personnel meetings which will be organized by the Department and held quarterly.	Name & Title of Provider Representative(s):	EMS Personnel Meeting Date:

I hereby certify that the above report is a true and accurate reflection of the activities conducted during this period.

Signature of Provider Staff Completing Report	
Typed Name & Title of Provider Staff Completing Report	
Date Report Signed:	

BUDGET SUMMARY

EXHIBIT C

Provider Name: TOWN OF DAVIE FIRE RESCUE

Budget Start Date: 5/1/2026 **Budget End Date:** 4/30/2027

Budget Categories	Current Budget	Budget Adjustment	Revised Budget
A. DIRECT PROGRAM COST:			
SALARIES:	$ 116,596.72		
FRINGE BENEFITS:	$ 4,752.40		
SALARY SUBTOTAL:	$ 121,349.12	$ -	$ -
ITEMIZED DIRECT EXPENSES:			
STORAGE/OPERATION SPACE:	$ 18,000.00		
TECHNOLOGY/SOFTWARE:	$ 8,502.88		
DIRECT EXPENSE SUBTOTAL:	$ 26,502.88	$ -	$ -
B. ADMINSTRATIVE/INDIRECT COST:			
(Administrative/Indirect cost are capped at **10**% of contract amount.)			
ADMINSTRATIVE:			
INDIRECT:			
ADMIN. SUBTOTAL:	$ -	$ -	$ -
BUDGET TOTAL:	$ 147,852.00	$ -	$ -

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the Budget Narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.

Britany Ziems

Digitally signed by Britany Ziems
Date: 2026.04.02 14:26:31 -04'00'

Provider's Authorized Representative Signature

4/2/2026
Date

Antonella Quimbayo

Contract Manager's Signature of Approval

04/08/2026
Date

Contract#: BW846

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # BW846

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the 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.

(2) If any funds other than federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure of Lobbying Activities"*, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Britany Ziems — Digitally signed by Britany Ziems Date: 2026.03.18 13:10:07 -04'00'

Signature

March 18, 2026

Date

BRITANY ZIEMS

Name of Authorized Individual

BW846

Application or Contract Number

TOWN OF DAVIE

Name of Organization

8800 SW 36th Street, Davie, FL 33328

Address of Organization

ATTACHMENT III

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

   A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. _____ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. ____X___ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends $1,000,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.

3. If a recipient expends less than $1,000,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If a recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, ,2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:

   - Oversight of the organization
   - Vendor management programs
   - Internal corporate governance and risk management processes
   - Regulatory oversight

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient electronically to the Federal and the FDOH Single Audit Clearinghouse website addresses below:

   A. The Department of Health, Single Audit Clearinghouse (SAC) website portal:

      SAC Submission (https://fdohsac.azurewebsites.net/)

      Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit a complete audit report package and any management letter issued by an auditor electronically to the Department.

      Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Absent of electronic submission capability or during system maintenance or downtime, prior approval can be obtained to submit report package via email to SingleAudits@flhealth.gov or on an approved electronic storage medium via mail to:

      Florida Department of Health
      Contracts and Grants Management Unit
      Attention: FCAM, Single Audit Review
      4052 Bald Cypress Way, Bin B01
      Tallahassee, FL 32399-1701.

   B. The Federal Audit Clearinghouse (**FAC**), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is:

      https://harvester.census.gov/facweb/

   C. The Florida Auditor General's Office:

      One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (ALN formerly, CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each funded passed through entity:

   A. When applicable, and/or other Federal agencies in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

Contract #: BW846

Federal Award Identification #: NH28CE003565

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency 1__CDC_____ ALN# __93.136_Title____OD2A:Local_____$_344,988.00__

Federal Agency 2 _____ALN# _____Title_____$_____

TOTAL FEDERAL AWARDS $_344,988.00__

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____Title_____

$_____

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____Title_____

$_____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES

$_____

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State financial assistance not subject (exempt) to section 215.97, Florida Statutes: $_____

State financial assistance not subject (exempt) to section 215.97, Florida Statutes: $_____

Matching and Maintenance of Effort *

State Matching resources for federal award(s):

Agency: _____ALN#_____Title_____ $_____

State Maintenance of Effort (MOE) for federal program(s):

Agency: _____ALN#_____Title_____ $_____

***Matching** Resources are subject to Federal single audit and shall be included by recipient when computing the threshold for Federal single audit requirements totals. These amounts shall also be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards. **Whereas **MOE** Resources awarded as state financial assistance are subject to Florida single audit and shall be included by recipient when computing the threshold for Florida single audit requirements totals under section 215.97, Florida Statutes and included in the Schedule of Expenditures of State Awards (SESA).

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

_____Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
_X_ Recipient/subrecipient subject to 2 CFR § 200.501and/or section 215.97, Florida Statutes
_____ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
_____ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

_____ Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and/or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5)(c). In all instances, Recipients are required to follow the FDOH agreement terms and conditions, and the Federal passed through agency's grant guidance under **2 CFR, Subtitle B** for additional citations.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations.

This document and other FDOH instructions may be obtained online through the FL Health website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

  Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted electronically as a single document to the FDOH SAC website address: fdohsac.azurewebsites.net
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention under the CPA's issued license number: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4520.

Part II: Submission to Federal Audit Clearinghouse

Click Here for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click Here to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click Here for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

EXHIBIT 4

Single Audit Data Collection Form

Part 1: GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

		--							

b. Are multiple EINs covered in this report ☐ Yes ☐ No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #										Name of Entity
		--								
		--								
		--								
		--								

4. AUDITEE INFORMATON

a. **Auditee name:**

Auditee Primary DUNS#:

b. **Auditee address (number and street)**

City

State **Zip Code**

c. **Auditee contact**
Name:

Title:

d. **Auditee contact telephone**
( ) -

e. **Auditee contact FAX**
( ) -

f. **Auditee contact E-mail**

5. PRIMARY AUDITOR INFORMATION

a. **Primary auditor name:**

b. **Primary auditor address (number and street)**

City

State **Zip Code**

c. **Primary auditor contact**
Name:

Title:

d. **Primary auditor contact telephone**
( ) -

e. **Primary auditor E-mail**
( ) -

f. **Audit Firm License Number**

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date _____/_____/_____

Date Audit Received from Auditor: _____/ _____/ _____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

BUSINESS ASSOCIATES AGREEMENT

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014

This Agreement is entered into between the State of Florida, Florida Department of Health ("Covered Entity"), and Town of Davie ("Business Associate"). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations. This Agreement corresponds to Contract #BW846.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information ("PHI") other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information as provided for by this Agreement.
(c) Business Associate agrees to take reasonable measures to protect and secure data in electronic form containing personal information as defined by §501.171, Florida Statutes.
(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access, or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
(e) Business Associate agrees to report to Covered Entity any use, access, or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
(g) Business Associate agrees to make available protected health information in a designated record set to the Covered Entity within 10 days of a request, or directly to an Individual or the

Individual's designee in a prompt and reasonable manner consistent with the time frames established in the Covered Entity's Information Security and Privacy Policy, in order to meet the requirements under 45 CFR 164.524.

(h) Business Associate agrees to ensure no more than the reasonable cost-based fee, permitted under 42 CFR 164.524, is charged to an individual requesting copies of their protected health information.

(i) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(j) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(k) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(l) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(m) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.

(n) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

(o) Business Associate agrees not to use or disclose protected health information related or potentially related to reproductive health care except as permitted by and in accordance with 45 CFR 164.502(a)(5)(iii) and 45 CFR 164.509.

(p) Business Associate agrees to comply with all aspects of §501.171, Florida Statutes.

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only as necessary to perform the services set forth in the contract, purchase order, or memorandum of agreement as referenced herein. Business Associate shall not disclose information to any third party without the expressed written consent of the Covered Entity.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services relating to health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity shall provide Business Associate with its notice of privacy practices developed in accordance with 45 CFR 164.520, as well as any changes to such notice.
(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

(a) In addition to the HIPAA privacy requirements and the data security requirements of §501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of Chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.
(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
    1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
    2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
    3. Furnish certain records for examination, by mail or by hand-delivery.
(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

BUSINESS ASSOCIATES AGREEMENT

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.
The Term of this Agreement shall be coterminous with the underlying contract or purchase order, giving rise to this Agreement.

(b) Termination for Cause.
Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.
2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.
3. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

BUSINESS ASSOCIATES AGREEMENT

Part II: Breaches and Security Incidents

8.0 Privacy or Security Breach.

Business Associate will report to Covered Entity's Privacy Officer or the Covered Entity's contract manager within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health Information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR §164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

(a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
(b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
(c) Identify who made the non-permitted use or disclosure and who received it;
(d) Identify what corrective action or mitigation Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
(e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
(f) Provide such other information, including a written report, as Covered Entity may reasonably request.

8.1 Security of Electronic Protected Health Information.

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), and the Florida Information Protection Act (FIPA) §501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

(a) Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) and Personal Information (as defined in §501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute, or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.

8.2 Corrective Action:

(a) Cure: Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.

(e) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.

(g) Venue. The venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.

(h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of

claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement or for penalties imposed by the HHS Office of Civil Rights for any violations of the Federal Privacy Rule caused by the Business Associate Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either §501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

(i) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

(j) E-Verify. Effective January 1, 2021, Business Associate is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees used by the Business Associate under this Agreement, pursuant to section 448.095, Florida Statutes. Also, the Covered Entity must include in related subcontracts, if authorized under this Agreement, a requirement that subcontractors performing work or providing services pursuant to this Agreement use the E-Verify system to verify employment eligibility of all newly hired employees used by the subcontractor for the performance of services under this Agreement. The subcontractor must provide the Covered Entity with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Business Associate must maintain a copy of such affidavit for the duration of the Agreement. If the Covered Entity has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Covered Entity of such, but the Business Associate otherwise complied with this statute, the Business Associate must immediately terminate the subcontract with the subcontractor.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: Director, DOH-Broward

Date: _____

For: **TOWN OF DAVIE**

By: _____

Title: Mayor

Date: _____