

**ADDENDUM  
TO  
STANDARD CONTRACT  
BETWEEN  
Community Coordinated Care for Children, Inc. (4C)  
AND  
\_\_\_\_\_ (CONTRACTOR)**

This Contract Addendum, entered into between \_\_\_\_\_, hereinafter referred to as the "Contractor" to provide the above referenced services and **Community Coordinated Care for Children, Inc.**, hereinafter referred to as "4C."

**I. The Contractor Agrees:**

**A. Services to Be Provided**

The **Contractor** agrees to provide services in accordance with the conditions specified in the **Short Form Proposal/Estimate** and in accordance with recognized best practices.

**B. Type of Contract**

This Contract price shall be held firm the duration to the term of the Contract.

**C. Notification of Legal Action:** The **Contractor** shall notify **4C** of legal actions taken against it or potential actions such as lawsuits, related to services provided through this Contract or that may affect the **Contractor's** ability to deliver the Contractual services, or adversely affect **4C**. **4C** will be notified in writing within twenty-four (24) chronological hours of **Contractor** becoming aware of such actions or from the day of the legal filing, whichever comes first.

**D. Warrant of Ability to Perform:** The **Contractor** warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the **Contractor's** ability to perform under the Contract. The **Contractor** shall immediately notify **4C** in writing if its ability to perform is compromised in any manner or if it is involved in any litigation during term of the Contract.

**E. Liability:** The **Contractor** shall be liable, indemnify, defend and hold harmless **4C**, its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the **Contractor**, its agents, officers, sub-**Contractor**s, 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, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This also includes the indemnification of the State for any liabilities set forth in Section 768.28, Florida Statutes.

## F. Breach of Security/Confidentiality

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with **Contractor** operations.

For purposes of this Contract, "Breach of Security" means unauthorized access of data containing personal information. The **Contractor** shall not have access of personal information by an employee or agent of the **Contractor** does constitute a breach of security.

The **Contractor** agrees to comply with s. 501.171; F.S. related to the security of confidential personal information and understands that the **Contractor** for this purpose will be considered a third party agent as referenced in this statutory section.

The **Contractor** shall notify **4C** in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., the **Contractor's** notification shall be made in writing to **4C** within 24 hours after the **Contractor** learns of the security incident or breach. The **Contractor's** notification shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the **Contractor** has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the **Contractor** has taken or shall take to prevent future similar unauthorized use or disclosure. The **Contractor** shall provide such other information, including a full written report, as reasonably requested by **4C**.

If **4C**, at its sole discretion, determines that the **Contractor** has failed to comply with any confidentiality provision of this Contract, or determines that prompt and satisfactory corrective action has not occurred, **4C** has the unilateral right to suspend the Contract until it is satisfied that corrective action has been taken or may terminate the Contract. If this Contract is terminated, the **Contractor** must immediately surrender to **4C** Security Card to access the building.

The **Contractor** understands and agrees that all reasonable fees and costs necessary for **4C** to remedy any breach of confidentiality due to the conduct of the **Contractor**, its employees, subcontractors, agents, or affiliates, or any individual within the control of the **Contractor**, shall be the responsibility of the **Contractor**. The **Contractor** shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this Contract.

The **Contractor** understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the **Contractor** will be subject to penalties as follows:

**Criminal Penalties:** The **Contractor** and any of its employees, agents, contractors, subcontractors, affiliates or any other individual that breaches the

confidentiality requirements of this agreement are subject to any state or federal criminal sanctions provided by law, including, but not limited to penalties as provided for in s 119.10, F.S., the Florida Computer Related Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.

**Civil Remedies:** In addition to criminal sanctions, the **Contractor** and its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws are subject to all civil remedies available to the Office and the state of Florida.

## **G. Confidential Information and Security Obligations**

The **Contractor** shall not have access to confidential information collected or maintained by 4C. In lieu of having, access to the office for cleaning purpose, the **Contractor** shall protect any confidential information, clearly identified as such, in a manner, that does not permit the personal identification of the children or their parents by persons other than those authorized to receive the records, which in this case the **Contractor** is not granted to those rights. The provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and other applicable State and Federal law shall govern disclosure of any confidential information received by the State of Florida.

The **Contractor** shall ensure the confidentiality and security of confidential data, and require that all of the **Contractor**'s employees who do not legally have access to confidential information refrain from accessing any date. The **Contractor** in connection with the performance of services under this Contract for protection purpose shall execute a copy of the Individual Non- Disclosure and Confidentiality Certification Form and Security Agreement Form.

## **H. Termination**

- 1. Termination at Will:** This Contract may be terminated by either party upon no less than **thirty (30) calendar days** notice, without a cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- 2. Termination Due to Lack of Funds:** In the event, funds to finance this Contract become unavailable, 4C may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the **Contractor**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. 4C shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the **Contractor** shall be compensated for any work satisfactorily completed prior to notification of termination. Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are inconsistent with the terms of this Contract. In the event the Federal and State, and/or Local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and 4C shall have no

further liability to the **Contractor** beyond that already incurred prior to the termination date.

3. **Termination for Breach:** This Contract may be terminated by **4C** for nonperformance by the **Contractor** upon no less than twenty-four (24) hours notice in writing to the **Contractor**. Waiver of breach of any provisions of this Contract shall not be deemed a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit **4C's** right to remedies at law or inequity. If applicable, the **Contractor** may be liable for liquidated damages upon breach.

#### **E. Severability**

If any provision of this Contract is held to be unenforceable by a Court of competent jurisdiction, the remaining items, terms and conditions remain in full force and effect.

The following provisions are **deleted** and do not apply to the **STANDARD CONTRACT and ATTACHMENTS** between **4C** and **CONTRACTOR**:

#### **STANDARD CONTRACT**

##### **Page 1**

**Section B. To requirements of Section 287.058, Florida Statutes (F.S.)**  
Item 4

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**Section D. To Prepare for and Maintain Audits, Records, and Records Retention,**  
Items 6 and 7

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**Section I. Assignments and Subcontractors,**  
Item 4

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**Section L. Transportation Disadvantaged**  
**Section M. Purchasing**

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**Section O. Sponsorship**

##### **Page 12 and 13**

**Section S. Patents, Copyrights, and Royalties,**  
Items 1, 2 and 3

**Section T. Purchase, Construction or Renovation of Facilities Using State or Federal Funds**

Items 1, 2, 2, and 4

**Section U. Uniform Administrative Requirements for Grants and Agreements With Institution or Higher Education, Hospitals, and Other Non Profit Organizations**

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their undersigned officials as duly authorized.

**FOR** \_\_\_\_\_

\_\_\_\_\_

Contractor Name/Title

Date: \_\_\_\_\_

**Community Coordinated Care for Children, Inc. (4C)**

\_\_\_\_\_

Patricia E. Frank, President/CEO

Date: \_\_\_\_\_