

**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. The **Contractor** shall conduct their business activities in compliance with laws and regulations in all jurisdictions in which they operate under this agreement, including laws and regulations regarding prohibited business practices. **Contractor** will not make any offer, consideration or benefit that may constitute as an illegal practice, and shall not engage in activity that could be viewed as a conflict of interest.

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. Equal Employment Opportunity: **Contractor** shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and is supplemented in Department of Labor regulation 29 CFR parts 33 and 37, part 37, 41, 45, 60, and part 80 if applicable.

4C Initials _____
CONTRACTOR Initials _____

F. State of Florida Law: This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State Florida.

G. Federal Law: If this contract contains federal funds, Contractor shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 90, and other applicable regulations as specified

a) **Certification Regarding Lobbying:** If this contract contains federal funding in excess of \$100,000 Contractor must, prior to execution, complete the Certification Regarding Lobbying form.

b) **Prepare for and Maintain Audits, Records, and Records Retention:** To establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by 4C under this contract. Public access is available for all transactions of business in accordance with the standards of Chapter 119.F.S.

c) **Incident Reporting – Abuse, Neglect, and Exploitation Reporting:** In compliance with Chapter 415, F.S., an employee of **Contractor** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hot-line on the single statewide toll-free telephone number (1-800-96ABUSE); report online at <http://reportabuse.dcf.state.fl.us>.

d) **Debarment and Suspension (E.O.'s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

e) **Procurement of Recovery Material:** **Contractor** must comply with State Law 2 CFR 200.322, of the Environmental Protection Agency (EPA). Contractor must provide service, materials that are highly recoverable.

H. 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.

I. 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.

J. 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 data. 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.

K. 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.

II. 4C Agrees:

Contract Payment: **4C's** performance and obligation to pay under this contract are contingent upon an annual award of funding from local, state and/or federal entities. The cost of services paid under any other contract or from any other source is not eligible for reimbursement under this contract.

The payment terms are Net 30 Days: **4C** has thirty (30) working days from date of invoice to inspect and approve goods and services, unless the bid specification, Purchase Order, or this contract states otherwise.

III. Contractor and 4C Mutually Agree:

Contract may be subject to United States Department of Labor Executive Order (EO) 13706, EO 13658, and SCA 29 CFR 4.133(b) for services.

Venue of Disputes

Venue for the interpretation and enforcement of this agreement and for the resolution of any disputes shall lie only in Orange County, Florida.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of Florida.

4C Initials _____
CONTRACTOR Initials _____

Mediation

All controversies, claims, and other matters in question between the parties arising out of or relating to this contract or its breach shall be settled as follows:

1. The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve the matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from mediation upon written notice to the other party and pursue other legal remedies.
2. Mediation will be conducted in accordance with mediation provisions of Chapter 44, Florida Statutes. The parties will equally divide the mediation fee, if any.
3. Should the Contractor elect to bypass mediation, early termination with payment of the assessed fee for damages shall be enforced.

Litigation:

In the event of litigation arising out of this contract, the prevailing party shall be entitled to recovery of its reasonable attorney’s fees and costs.

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

STANDARD CONTRACT

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Section B. To Requirements of Section 287.058, Florida Statutes (F.S.)

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Section O. Sponsorship

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Section S. Patents, Copyrights, and Royalties,

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

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: _____

4C Initials _____
CONTRACTOR Initials _____