



**CONTRACT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL
AND
CUBAN AMERICAN BAR ASSOCIATION PRO BONO PROJECT, INC.
CONTRACT NO: K03752**

This **CONTRACT** is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, (AGENCY), located at PL-01 The Capitol, Tallahassee, Florida 32399-1050 and Cuban American Bar Association Pro Bono Project, Inc., (PROVIDER), located at 2400 South Dixie Highway, 2nd Floor, Miami, Florida 33133. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The AGENCY agrees to engage the PROVIDER and the PROVIDER agrees to perform the services set forth below. The PROVIDER understands and agrees that all services contracted are to be performed solely by the PROVIDER and may not be subcontracted or assigned without the prior written consent of the AGENCY. The PROVIDER agrees that all services will only be performed at the direction of the AGENCY and as requested by the AGENCY.

The AGENCY shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another State of Florida government entity after giving written notice to the PROVIDER. In the event the State of Florida assigns or transfers this contract, the PROVIDER remains responsible for performing its duties and obligations under the contract, and the contract remains binding upon the successors and assigns of the PROVIDER.

ARTICLE 2. SCOPE OF SERVICES

The PROVIDER hereby agrees to fund court costs, filing fees, litigation expenses, and direct administrative support for the free legal presentation provided by the project throughout the state to individuals and families whose household income is within 125 percent of the Federal Poverty Guidelines on matters related to, but not limited to, human trafficking, domestic violence, guardianship, probate, consumer finance, and landlord tenant disputes. The PROVIDER agrees to provide deliverables in accordance with Attachment A - Scope of Work "Deliverables, Supporting Documentation, Financial Consequences, and Performance Requirements," which must be received and accepted by the Contract Manager in writing prior to payment.

ARTICLE 3. AMOUNT OF FUNDS

The AGENCY agrees to pay the PROVIDER in accordance with the terms and conditions of this Agreement. In accordance with Attachment B, the total sum of monies approved for the costs incurred under this Agreement shall not exceed \$100,000.00.

Where compensation for travel expenses is permitted in this contract, the PROVIDER shall be compensated in accordance with Section 112.061, Florida Statutes, or at such rates as specified in this contract, whichever is lower.

The PROVIDER shall not commingle grant funds with other business or personal funds or accounts.

ARTICLE 4. TIME OF PERFORMANCE

This Agreement shall become effective on the date when the Agreement has been signed by all parties, and shall continue through June 30, 2016. No Budget or Program Modifications can be made to Attachment B of this Agreement after the termination date, June 30, 2016, or when all funds have been used.

ARTICLE 5. E-PROCUREMENT

Prior to execution of this CONTRACT, the PROVIDER shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of the CONTRACT, then the PROVIDER shall so register within twenty-one (21) days from the date of execution. The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax @ 866-552-2992 or email: vendorhelp@myflorida.com. Failure of the PROVIDER to timely register may result in cancellation of this CONTRACT.

ARTICLE 6. AUTHORIZED EXPENDITURES

Only those expenditures which are outlined in Attachment B, and approved by the AGENCY, may be charged as allowable costs resulting from obligations incurred during the term of this contract. The PROVIDER agrees not to make any modifications to Attachment B without submitting a Budget Modification request and receiving prior written approval of the AGENCY. However, the PROVIDER may, during the period of the Agreement, transfer up to ten percent (10%) of an approved budget category to other approved budget categories, excluding staff personnel costs; however, notification must be submitted at time of modification.

The PROVIDER understands and agrees that funds may not be used to pay for fundraising; to pay for lobbying the Legislature, the judicial branch or a state AGENCY; to pay for entertainment, food or refreshments; or to purchase decorative items. The PROVIDER understands and agrees that funds may not be used to pay attorney fees or salaries or benefits.

The PROVIDER further agrees that travel expenses paid by grant funds will not exceed state rates pursuant to Section 112.061, F.S. and expenditures of State financial assistance must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

ARTICLE 7. METHOD OF PAYMENT

The PROVIDER, in accordance with Section 216.181(16), F.S., may request an advance of up to three months of anticipated expenses for program start-up, not to exceed one quarter of the grand total. Subsequent quarterly payments shall be based on approval of quarterly performance report from previous quarter and submission of invoice. Approval of the quarterly performance report is based on reasonable progress for that reporting period. "Reasonable progress," as that term is used in this contract, shall be determined exclusively by the AGENCY. The AGENCY may withhold payment if services are not satisfactorily completed.

The AGENCY agrees to pay the PROVIDER for fees and costs as follows based on PROVIDER performance and subject to the financial consequences describe in Attachment A:

- \$25,000.00 upon execution;
- up to \$15,000.00 in October 2015;
- up to \$20,000.00 in January 2016;
- up to \$20,000.00 in April 2016; and
- the remaining balance in August 2016.

Pursuant to Section 215.422, F.S., the AGENCY has twenty (20) working days to inspect and approve goods and services, and record approved invoices in the financial system of the State, unless the bid specifications, purchase order, or this contract specify otherwise.

In accordance with the provision of §287.0582, Florida Statutes, the AGENCY's performance and obligation to pay under this CONTRACT are contingent upon an annual appropriation by the Legislature.

The PROVIDER shall, within sixty (60) days following the execution of this contract, register online with the Department of Financial Services to receive all payments associated with this contract by Electronic Funds Transfer, (EFT). The EFT online registration can be completed at:
http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm

ARTICLE 8. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), F.S., the AGENCY of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 9. REPORTS

The PROVIDER agrees to maintain and timely file such fiscal, inventory, and other reports as the AGENCY may require. If the PROVIDER fails to submit the required reports in a timely manner the AGENCY will withhold processing of invoices until all required reports have been submitted in a satisfactory manner.

The PROVIDER shall provide the AGENCY quarterly performance reports, using the format provided in Attachment C, which describe the services provided including related activities and accomplishments of the PROVIDER during the quarter.

The quarterly performance reports as required must be completed and received by the AGENCY no later than October 10, 2015, January 10, 2016, April 10, 2016 and July 31, 2016. A final expenditure report will be due no later than July 31, 2016. All reports and invoices shall be submitted to the AGENCY Contract Manager identified in Article 29.

ARTICLE 10. ACKNOWLEDGEMENT

The PROVIDER agrees to acknowledge the Office of the Attorney General in all publications and activities that are funded wholly or in part with AGENCY grant funds and in all materials produced or purchased wholly or in part with AGENCY grant funds.

ARTICLE 11. AUDITS, INSPECTIONS, INVESTIGATIONS, RECORDS AND RETENTION

The PROVIDER shall maintain books, records, and documents (including electronic storage media) in compliance with Section 215.97, F.S., sufficient to reflect all income and expenditure of funds provided by the AGENCY under this contract and in accordance with generally accepted accounting procedures.

The PROVIDER shall maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the AGENCY.

The PROVIDER, upon demand, at no additional cost to the AGENCY, will facilitate the duplication and transfer of any records or documents during the required retention period in Article 11, Paragraph 2.

The PROVIDER agrees to assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the AGENCY or law.

The PROVIDER shall, at all reasonable times, without notice, for as long as records are maintained, provide persons duly authorized by the AGENCY or Federal law pursuant to 45 CFR, Section 92.36(i)(10), full access to and the right to examine any of the PROVIDER's contracts and related records and documents pertaining to this contract and the grant funds provided hereunder, regardless of the form in which such documents are kept.

The PROVIDER shall provide a financial and compliance audit to the AGENCY as specified in this contract and in Attachment A and ensure that all related party transactions are disclosed to the auditor.

The PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General pursuant to Section 20.055, Florida Statutes, or authorized by law.

ARTICLE 12. MONITORING

The PROVIDER shall permit persons duly authorized by the AGENCY to inspect and copy any records, papers, documents, facilities, goods and services of the PROVIDER which are relevant to this contract, and to interview any clients, employees and sub-contractors employees of the PROVIDER concerning the performance of the terms and conditions of this contract. Following such review, the AGENCY will deliver to the PROVIDER a written report of its findings, and the AGENCY may require the PROVIDER to develop a corrective action plan if the AGENCY, in its sole discretion, determines that such a plan is necessary. The PROVIDER hereby agrees to timely correct all deficiencies identified in any corrective action plan.

Quarterly Performance Reports will be monitored to ensure that program outcome reference measures are being reasonably met, to include quarterly progress towards year-end reference measures. In addition to review of audits and quarterly performance reports, monitoring procedures may include, but not be limited to, on-site visits by the AGENCY staff, and/or other procedures. By entering into this Agreement, the PROVIDER agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AGENCY. The PROVIDER further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General. The AGENCY may perform, at its discretion, on-site visits during the term of this contract.

ARTICLE 13. RETURN OF FUNDS

The PROVIDER shall return to the AGENCY any overpayments made to the PROVIDER for unearned income or disallowed items pursuant to the terms and conditions of this CONTRACT. In the event that the PROVIDER or any outside accountant or auditor determines that an overpayment has been made, the PROVIDER shall immediately return to the AGENCY such overpayment without prior notification from the AGENCY. In the event that the AGENCY discovers that an overpayment has been made, the contract manager, on behalf of the AGENCY, will notify the PROVIDER and the PROVIDER shall forthwith return the funds to the AGENCY. Should the PROVIDER fail to immediately reimburse the AGENCY for any overpayment, the PROVIDER will be charged interest at the lawful rate on the amount of the overpayment or outstanding balance thereof.

ARTICLE 14. FINAL INVOICE

The PROVIDER agrees to submit the final invoice for payment to the AGENCY no later than **July 31, 2016** or thirty (30) days after the CONTRACT is terminated, whichever is earlier. If the PROVIDER fails to do so, all rights to payment are forfeited and the AGENCY will not honor any requests submitted after the aforesaid time period. Any payment under this CONTRACT may be withheld until all reports due from the PROVIDER and necessary adjustments thereto have been approved by the AGENCY.

ARTICLE 15. NOTICE

Except as otherwise specified herein, all formal notices required under this contract shall be in writing and sent by a method of U.S. Postal Service or expedited delivery service that provides verification of delivery, or by hand delivery to the contract manager or the representative of the PROVIDER or AGENCY responsible for administration of the program.

ARTICLE 16. LIABILITY AND ACCOUNTABILITY

The AGENCY shall not be liable for the acts, omissions or negligence of the PROVIDER, its agents, servants, and employees, nor shall the PROVIDER disclaim its own negligence to the AGENCY or any third party.

The PROVIDER, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this CONTRACT and any renewal(s) and extension(s) thereof. Upon execution of this CONTRACT, the PROVIDER shall furnish the AGENCY 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 of Florida. The AGENCY reserves the right to require additional insurance as specified in this CONTRACT.

ARTICLE 17. INDEPENDENT CONTRACTOR

The PROVIDER agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venturer or partner of the State of Florida, except where the PROVIDER is a state AGENCY. Neither the PROVIDER nor its agents, employees, sub-contractors or assignees shall represent to others that the PROVIDER has the authority to bind the AGENCY. This CONTRACT does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the PROVIDER performing its duties or obligations under this CONTRACT. The PROVIDER agrees to take such actions as may be necessary to ensure that each sub-contractors of the PROVIDER will be deemed an independent PROVIDER and will not be considered or permitted to be an employee, agent, servant, joint venturer, or partner of the State of Florida. The AGENCY will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the PROVIDER, or its sub-contractors or assignee, unless specifically agreed in writing by the AGENCY.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the PROVIDER, the PROVIDER's officers, employees, agents, sub-contractors, or assignees shall be the sole responsibility of the PROVIDER.

ARTICLE 18. PUBLIC RECORDS

The PROVIDER shall comply with Florida Public Records laws and allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011, F.S., made or received by the PROVIDER in conjunction with this CONTRACT, unless a statutory exemption from disclosure exists. It is expressly understood that the PROVIDER's failure to comply with this provision shall constitute an immediate and substantial breach of contract for which the AGENCY may unilaterally terminate the CONTRACT.

ARTICLE 19. EMPLOYMENT

The PROVIDER shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of new employees providing services under this contract.

Knowingly employing unauthorized aliens shall be grounds for immediate termination of this contract.

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 20. NONDISCRIMINATION

The PROVIDER shall comply with all federal, state, local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 21. CONFIDENTIALITY OF CLIENT INFORMATION

The PROVIDER agrees not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

ARTICLE 22. PUBLICITY

Without limitation, the PROVIDER and its employees, agents, and representatives will not, without prior AGENCY written consent in each instance, use any State mark, the name of any State AGENCY or other Florida body politic, or the name of any official, officer or employee of the State, in advertising, publicity or any other promotional endeavors. Further, the PROVIDER and its employees, agents and representatives shall not, without prior AGENCY written consent, represent, directly or indirectly, that any product or service provided by the PROVIDER has been approved or endorsed by the AGENCY, the Attorney General, the State of Florida, or any State AGENCY or other Florida body politic, official, officer or employee of the State, or refer to the existence of

this contract in press releases, advertising or promotional materials distributed to the PROVIDER's prospective customers.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, F.S., the following restrictions are placed on persons convicted of public entity crimes to transact business with the AGENCY: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/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 the 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, sub-contractor, 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ARTICLE 24. GRATUITIES

The PROVIDER agrees that it will not offer or give any gift or any form of compensation to any AGENCY employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the AGENCY, any violation of this provision will result in referral of the PROVIDER's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the PROVIDER's name on the suspended vendors list for an appropriate period. The PROVIDER will ensure that its sub-contractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The PROVIDER agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall identify all such materials to the AGENCY. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

The PROVIDER shall indemnify and save the AGENCY and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the PROVIDER in the performance of this contract. The

PROVIDER shall indemnify and hold the AGENCY and its employees harmless from any claim against the AGENCY for infringement of patent, trademark, copyright or trade secrets. The AGENCY will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the PROVIDER may, at its option and expense, procure for the AGENCY, the right to continue use of, or replace or modify the article to render it non-infringing. If the PROVIDER uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

ARTICLE 26. INDEMNIFICATION

The PROVIDER shall be liable for and indemnify, defend, and hold the AGENCY and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act or omission or neglect by the PROVIDER and its agents, employees and sub-contractors during the performance or operation of this contract or any subsequent modifications or extensions thereof.

The PROVIDER's evaluation or inability to evaluate its liability shall not excuse the PROVIDER's duty to defend and to indemnify the AGENCY within seven (7) days after notice by the AGENCY. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the PROVIDER not liable shall excuse performance of this provision. The PROVIDER shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the AGENCY. The AGENCY's failure to notify the PROVIDER of a claim shall not release the PROVIDER from these duties. The PROVIDER shall not be liable for the sole negligent acts of the AGENCY.

ARTICLE 27. TERMINATION

This contract may be terminated by the AGENCY or PROVIDER without cause upon not less than thirty (30) calendar days notice in writing, unless a shorter time period is mutually agreed upon in writing. Notices under this Article shall be delivered by a method of U.S. Postal Service or expedited delivery service that provides verification of delivery, or by hand delivery, to the contract manager or the representative of the AGENCY or PROVIDER responsible for administration of the program. Receipt of delivery confirmation must be signed by the AGENCY or PROVIDER's contract manager.

In the event funds for payment pursuant to this contract become unavailable, the AGENCY may terminate this contract upon no less than twenty-four (24) hours notice in writing to the PROVIDER. Said notice shall be sent by a method of U.S. Postal Service or any expedited delivery service that provides verification of delivery, or by hand delivery, to the contract manager or the representative of the PROVIDER responsible for administration of the program. The AGENCY shall be the final authority as to the availability and adequacy of funds.

Failure of the PROVIDER to perform its contractual duties or obligations in a manner satisfactory to the AGENCY shall be grounds for termination for cause. This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the PROVIDER. If applicable, the AGENCY may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the AGENCY's right to any remedies at law or in equity.

In the event this Agreement is terminated all supplies, equipment and property purchased with grant funds shall be returned to the AGENCY. Any finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the PROVIDER under this Agreement shall be made available to and for the exclusive use of the AGENCY. The PROVIDER agrees to return all unexpended funds to the AGENCY within 30 days of the earliest of the effective date of termination or expiration of the Agreement.

In the event this Agreement is terminated, the PROVIDER shall be entitled to funds for services provided through the effective date of termination, if proper and complete documentation is received by the AGENCY within 30 days following the termination of this contract and upon AGENCY approval of reasonable progress.

Notwithstanding the above, the PROVIDER shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this Agreement by the PROVIDER.

ARTICLE 28. AMENDMENTS

A party may request reasonable changes to the provisions of, or scope of services to be performed under Attachment A of this Agreement. Such changes that are mutually agreed upon by all parties shall be confirmed in writing by each party. Such changes which are deemed by the AGENCY to be substantial modifications to the goals, objectives, or strategies shall require the submission of a written Program Modification request. Any approved Program Modification shall be incorporated into Attachment A of this Agreement.

ARTICLE 29. OFFICIAL PAYEE AND ADMINISTRATION OF CONTRACT:

In the event of any change concerning an official payee, representative, or office (names, addresses, and telephone numbers), notice of such change shall be provided in writing to the other party and attached as a supplement to the original copies of this contract.

1. **Official Payee** name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:
Name: Cuban American Bar Association Pro Bono Project
Mailing Address: 2400 South Dixie Highway, Miami, Florida 33133
Phone: (305) 646-0046
Email Address: Lesley@cabaprobono.com

2. **PROVIDER'S Contract Administrator** The name of the contact person and street address where financial and administrative records are maintained is:
Name: Lesley Mendoza, Executive Director
Mailing Address: 2400 South Dixie Highway, 2nd Floor, Miami, Florida 33133
Phone: (305) 646-0046
Email Address: Lesley@cabaprobono.com

3. **PROVIDER'S Contract Manager** The name, address, and telephone number of the representative of the PROVIDER responsible for administration of the program under this contract is:
Name: Lesley Mendoza, Executive Director
Mailing Address: 2400 South Dixie Highway, 2nd Floor, Miami, Florida 33133
Phone: (305) 646-0046
Email Address: Lesley@cabaprobono.com

4. **AGENCY Contract Administrator** - The AGENCY's Contract Administrator is responsible for all aspects of contract administration, including but not limited to: creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the AGENCY's contract tracking system. As of the effective date of the Contract, the Contract Administrator is:
Name: Suzanne Woodcock
Office of Administrative Services, Florida Department of Legal Affairs
Mailing Address: PL-01 The Capitol, Tallahassee, FL 32399-1050
Phone: (850) 414-3300
Email: Contract_Desk@oag.state.fl.us

5. **AGENCY Contract Manager** - The AGENCY's Contract Manager is responsible for all aspects of contract management, including but not limited to: managing the receipt, certification, and payment of contractual services; monitoring and evaluating PROVIDER's performance and end user satisfaction; serving as the point of contact for the AGENCY and PROVIDER; and maintaining a contract management file. As of the effective date of the Contract, the Contract Manager is:
Name: Suzanne Woodcock
Office of Administrative Services, Florida Department of Legal Affairs
Mailing Address: PL-01 The Capitol, Tallahassee, FL 32399-1050
Phone: (850) 414-3300
Email: Contract_Desk@oag.state.fl.us

ARTICLE 30. APPLICABLE LAW AND VENUE

This CONTRACT shall be governed by the laws of the state of Florida. Any and all litigation arising under the CONTRACT shall be instituted in the appropriate court in Leon County, Florida.

ARTICLE 31. CONTRACT AS INCLUDING ENTIRE CONTRACT

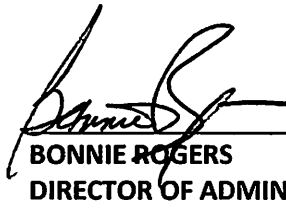
This contract and its attachments, Attachment A, Attachment B, Attachment C, and any exhibits referenced therein, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or contracts, either verbal or written between the parties. If any term or provision of this contract is determined by a court of law to be unlawful or unenforceable, the remainder of the contract shall remain in full force and effect.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Article 31 above.

IN WITNESS THEREOF, the parties hereto caused this contract to be executed by their undersigned officials as duly authorized.



CUBAN AMERICAN BAR ASSOCIATION
PRO BONO PROJECT



BONNIE ROGERS
DIRECTOR OF ADMINISTRATION

9-24-2015

DATE

9/25/2015

DATE

FEIN

**CUBAN AMERICAN BAR ASSOCIATION PRO BONO PROJECT, INC.
ATTACHMENT A - SCOPE OF WORK**

For the purposes of this Agreement, the following terms shall be defined as follows:

Case: A legal matter that requires legal services to achieve resolution.

Client: Child or adult in need of legal services that cannot afford to obtain legal representation.

Consult and Counsel: A meeting via telephone or in person where a legal problem or question is discussed.

Legal Action: Attorney drafting legal documents on behalf of a client or appearing in court on behalf of a client.

Legal Services: Providing legal counsel & advice to a client; preparing and drafting of legal documents on behalf of a client or appearing in court on behalf of a client.

Case Resolutions: When a final judgment/order, mediation agreement, or settlement agreement is filed with the court or when a final package of legal documents is submitted on behalf of client with the appropriate agency or court.

DELIVERABLE	DOCUMENTATION	PERFORMANCE REQUIREMENTS/ FINANCIAL CONSEQUENCES
<p>1. Consultation: PROVIDER will consult with 250 clients for legal counsel and advice.</p>	<p>PROVIDER will maintain complete information in their electronic case management database documenting client information, nature of the consultation and counsel provided for 250 clients.</p> <p>PROVIDER will maintain intake sheets with information supporting the data entered into the case management database documenting:</p> <ul style="list-style-type: none"> • Client Name • Printed Client Name • Original Client Signature • Original Staff Person Signature • Dates of Consultation • Nature of Consultation 	<p>Quarterly Requirements: First Quarter -15 clients Second Quarter –80 clients Third Quarter –80 clients Fourth Quarter –75 clients</p> <p>Annual Requirement: Legal counsel and advice will be provided to 250 clients.</p> <p>Financial Consequences: \$50.00 for each client under the targeted 250 for which consultation services are not provided.</p> <p>Potential consequence for non-performance: up to \$12,500.00.</p>
<p>2. Legal Action: PROVIDER will take legal action on behalf of their clients in 500 cases in areas including but not limited to Family Law, Domestic Violence, Benefits, Foreclosure, Bankruptcy,</p>	<p>PROVIDER will maintain complete information in their electronic case management database documenting the client information and nature of the legal actions taken for a minimum of 500 cases.</p>	<p>Quarterly Requirements: First Quarter – 5 cases Second Quarter – 165 cases Third Quarter – 165 cases Fourth Quarter – 165 cases</p> <p>Annual Requirement: Legal Action taken on behalf of 500</p>

DELIVERABLE	DOCUMENTATION	PERFORMANCE REQUIREMENTS/ FINANCIAL CONSEQUENCES
<p>Dependency, Landlord Tenant, Guardianship/Probate and Immigration.</p>	<p>PROVIDER will maintain information supporting the data entered into the case management database documenting:</p> <ul style="list-style-type: none"> • Case Number • Client Name • Printed Client Name • Original Client Signature • Original Staff Person Signature • Intake Sheets • Dates of Legal Actions • Nature of Legal Actions 	<p>cases.</p> <p>Financial Consequences: \$50.00 for each case under the targeted 500 for which legal actions are not taken.</p> <p>Potential consequence for non-performance: up to \$25,000.00.</p>
<p>3. Case Resolution: PROVIDER will resolve at least 300 of the 500 cases in which legal action is taken. Cases will be deemed resolved when a final judgment/order, mediation agreement, or settlement agreement is filed with the court. For uncontested legal matters or legal matters not requiring litigation, a case will be deemed resolved when resolution is reached or when final package of legal documents are submitted on behalf of client with the - +appropriate agency or court.</p>	<p>PROVIDER will maintain complete information in their electronic case management database documenting the client information and case resolution for a minimum of 500 cases.</p> <p>PROVIDER will maintain information supporting the data entered into the case management database documenting:</p> <ul style="list-style-type: none"> • Case Number (For cases requiring litigation) • Client Name • Printed Client Name • Original Client Signature • Original Staff Person Signature • Date of Case Resolution • Case Resolution Action 	<p>Quarterly Requirements: First Quarter - 0 cases Second Quarter – 100cases Third Quarter – 100 cases Fourth Quarter – 100 cases</p> <p>Annual Requirement: 300 client cases resolved.</p> <p>Financial Consequences: \$100.00 for each case under 300 for which the case is not resolved.</p> <p>Potential consequence for non-performance: up to \$30,000.00.</p>
<p>4. Referral: PROVIDER will refer at least 75 clients to trained pro bono attorneys who have agreed to provide pro bono services.</p>	<p>PROVIDER will maintain complete information in their electronic case management database documenting client information and referral information for a minimum of 75 cases.</p> <p>PROVIDER will maintain information supporting the data entered into the case management database documenting:</p>	<p>Quarterly Requirements: First Quarter –2 referrals Second Quarter –23 referrals Third Quarter –25 referrals Fourth Quarter –25 referrals</p> <p>Annual Requirement: 75 clients referred to pro bono attorneys.</p> <p>Financial Consequences:</p>

DELIVERABLE	DOCUMENTATION	PERFORMANCE REQUIREMENTS/ FINANCIAL CONSEQUENCES
	<ul style="list-style-type: none"> • Client Name • Printed Client Name • Original Client Signature • Original Staff Person Signature • Referral Attorney • Referral Date • Referral Services to be provided 	<p>\$100.00 for each client under 75 that is not referred to a pro bono attorney.</p> <p>Potential consequence for non-performance: up to \$7,500.00.</p>
<p>5. Volunteer: PROVIDER will ensure at least 500 volunteer hours of legal services are provided by pro bono attorneys to the underprivileged community in the State of Florida.</p>	<p>Provider will maintain complete information in their case management database documenting the number of volunteer hours of legal services provided by pro bono attorneys and the client to which these attorneys are assigned, for a minimum of 500 hours.</p> <p>PROVIDER will maintain information supporting the data entered into the case management database documenting:</p> <ul style="list-style-type: none"> • Client Name • Printed Client Name • Original Client Signature • Original Staff Person Signature • Printed Pro Bono Attorney Name • Pro Bono Attorney Volunteer Agreement Date 	<p>Quarterly Requirements: First Quarter – 15 volunteer hours Second Quarter – 160 volunteer hours Third Quarter – 165 volunteer hours Fourth Quarter – 160 volunteer hours</p> <p>Annual Requirement: 500 pro bono attorney volunteer hours providing legal services.</p> <p>Financial Consequences: \$40.00 for each hour under 500 of pro bono legal services not provided.</p> <p>Potential consequence for non-performance: up to \$20,000.00.</p>

ATTACHMENT B
PROPOSED BUDGET - 2015-2016
CUBAN AMERICAN BAR ASSOCIATION PRO BONO PROJECT, INC.

Cost Category	Expenditures
Non-Personnel Costs:	
1. Space	N/A
2. Equipment Rental	\$ 5,500
3. Supplies	\$12,500
4. Telephone	\$ 7,500
5. Training	\$ 4,500
6. Travel	\$10,000
7. Library	N/A
8. Insurance	\$ 4,000
9. Dues & Fees	\$ 1,955
10. Audit	\$12,000
11. Litigation	N/A
12. Property Acquisitions	N/A
13. Purchase Payments	N/A
14. Contract Services to Clients	N/A
15. Contract Services to Program	\$ 4,000
16. Filing Fees	\$ 5,000
17. Marketing	\$ 7,500
18. Parking	\$ 6,000
19. Bank Service Charges	\$ 1,650
20. Educational & Community Outreach (For the purposes of identifying clients and/or recruiting and educating pro bono attorney volunteers)	\$13,895
21. Postage	\$ 3,500
22. Licenses and Permits	\$ 500
Total Allocations	\$100,000.00

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16

State: Florida
 Program Name: Cuban American Bar Association Pro Bono Project, Inc.
 Reporting Period: From: To:

First Quarter

Consultations	Month	Month	September	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total First Quarter				

Reporting Period: From: To:

Second Quarter

Consultations	October	November	December	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Second Quarter				

Reporting Period: From: To:

Third Quarter

Consultations	January	February	March	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Third Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16

Reporting Period: From _____ To: _____

Fourth Quarter

Consultations	April	May	June	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Fourth Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16

State: Florida
 Program Name: Cuban American Bar Association Pro Bono Project, Inc.
 Reporting Period: From: To:

First Quarter

Legal Action	Month	Month	September	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total First Quarter				

Reporting Period: From: To:

Second Quarter

Legal Action	October	November	December	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Second Quarter				

Reporting Period: From: To:

Third Quarter

Legal Action	January	February	March	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Third Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16

Reporting Period:

From

To:

Fourth Quarter

Legal Action	April	May	June	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Fourth Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16

State: Florida
 Program Name: Cuban American Bar Association Pro Bono Project, Inc.
 Reporting Period: From: To:

First Quarter

Cases Resolved	Month	Month	September	Total
Final Judgement/Order				
Mediation/Settlement Agreement				
Final Package of Documents Submitted				
Total First Quarter				

Reporting Period: From: To:

Second Quarter

Cases Resolved	October	November	December	Total
Final Judgement/Order				
Mediation/Settlement Agreement				
Final Package of Documents Submitted				
Total Second Quarter				

Reporting Period: From: To:

Third Quarter

Cases Resolved	January	February	March	Total
Final Judgement/Order				
Mediation/Settlement Agreement				
Final Package of Documents Submitted				
Total Third Quarter				

Reporting Period: From: To:

Fourth Quarter

Cases Resolved	April	May	June	Total
Final Judgement/Order				
Mediation/Settlement Agreement				
Final Package of Documents Submitted				
Total Fourth Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16 ATTACHMENT

State: Florida
 Program Name: Cuban American Bar Association Pro Bono Project, Inc.
 Reporting Period: From: To:

First Quarter

Referrals	Month	Month	September	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total First Quarter				

Reporting Period: From: To:

Second Quarter

Referrals	October	November	December	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Second Quarter				

Reporting Period: From: To:

Third Quarter

Referrals	January	February	March	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Third Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16 ATTACHMENT

Reporting Period: From To:

Fourth Quarter

Referrals	April	May	June	TOTAL BY CASE
Family Law				
Domestic Violence				
Benefits				
Foreclosure				
Guardianship/Probate				
Bankruptcy				
Dependency				
Landlord Tenant				
Immigration				
Total Fourth Quarter				

**STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16**

State: Florida
 Program Name: Cuban American Bar Association Pro Bono Project, Inc.
 Reporting Period: From: To:

**First Quarter
Volunteer Hours**

Name of Attorney	Month	Month	Hours in September	TOTAL
Total First Quarter				

Reporting Period: From: To:

**Second Quarter
Volunteer Hours**

Name of Attorney	Hours in October	Hours in November	Hours in December	TOTAL
Total Second Quarter				

Reporting Period: From: To:

**Third Quarter
Volunteer Hours**

Name of Attorney	Hours in January	Hours in February	Hours in March	TOTAL
Total Third Quarter				

ATTACHMENT C

STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL
CASE SERVICE REPORT 2015-16

Reporting Period: From _____ To: _____

Fourth Quarter

Volunteer Hours

Name of Attorney	Hours in April	Hours in May	Hours in June	TOTAL
Total Fourth Quarter				