



**CONTRACT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL
AND
THE LEGAL SERVICES CLINIC OF THE PUERTO RICAN BAR ASSOCIATION, INC.
CONTRACT NO: K04358**

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 The Legal Services Clinic of the Puerto Rican Bar Association, Inc. (PROVIDER), located at 517 W. Colonial Drive, Orlando, Florida 32804. The parties hereto 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 in accordance with the terms and conditions specified in this CONTRACT. 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 AGENCY 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 provide no cost and/or affordable legal assistance, for those in need of such services including those impacted by Hurricanes Irma and Maria. This is the first year (startup) of a three (3) year plan. The goal is to provide legal services in multiple areas of the law to those who would not otherwise be able to afford legal representation. The Clinic will train and hire attorneys, including attorneys from Puerto Rico to provide these services in a culturally sensitive matter. The Supreme Court of Florida has provided an avenue to certification of these attorneys to practice in Florida while they are pending their Florida Bar admittance. The Clinic will begin with legal offices in Orlando and Miami. The PROVIDER agrees to provide the CONTRACT deliverables in accordance with Attachment B - Scope of Work "Deliverables, Supporting Documentation, Financial Consequences, and Performance Requirements," which must be received and accepted by the AGENCY'S 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 CONTRACT. In accordance with Attachment C, the total sum of monies approved for the costs incurred under this CONTRACT shall not exceed \$750,000.00.

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 CONTRACT shall become effective on July 1, 2018 and shall continue until June 30, 2019. No budget or program modifications can be made to Attachment C of this CONTRACT after the termination date, June 30, 2019, or when all funds have been used. No renewals to this CONTRACT will be allowed.

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. W-9 REQUIREMENT

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 7. AUTHORIZED EXPENDITURES

Only those expenditures which are outlined in Attachment C, and approved by the AGENCY, may be charged as allowable costs resulting from obligations incurred during the term of this CONTRACT. The PROVIDER may only make modifications to Attachment C after submitting a Budget Modification request and receiving prior written approval of same from the AGENCY. Budget modification approval is at the sole discretion of the AGENCY. However, the PROVIDER may, during the period of the CONTRACT, transfer up to ten percent (10%) of the original approved budget category to other approved budget categories; however, notification of such a transfer must be submitted to the AGENCY's Contract Manager prior to modification. Any budget modifications exceeding 10% between budget categories will require a formal contract amendment.

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

ARTICLE 8. METHOD OF PAYMENT

The PROVIDER, in accordance with Section 216.181(16), Florida Statutes, may request an advance of up to three (3) months of anticipated expenses for program start-up, not to exceed one quarter of the grand total of CONTRACT grant funds. Subsequent quarterly payments shall be based on approval of quarterly performance reports from previous quarters and submission of completed, approved invoices. 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 quarterly performance reports are not approved and/or 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 described in Attachment B:

- \$187,500.00 upon execution;
 - up to \$140,625.00 in October 2018 (second quarter);
 - up to \$140,625.00 in January 2019 (third quarter);
 - up to \$140,625.00 in April 2019 (fourth quarter).
 - a final payment of up to the remaining balance of the CONTRACT in July 2019, including those monies withheld previously as financial consequences imposed by the AGENCY for any individual deliverable, provided that the entire, annual requirements for said deliverable have been achieved or exceeded by the end of the fourth quarter of the CONTRACT.
- Payment for services shall be issued in accordance with the provisions of Section 215.422,

Florida Statutes.

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

ARTICLE 9. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes, the Department 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 10. REPORTS

The PROVIDER agrees to maintain and timely file such fiscal, inventory, timesheets, and other reports as the AGENCY may require. If the PROVIDER fails to submit the required reports in a timely manner, then the AGENCY will withhold processing any payment 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 D, 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, 2018, January 10, 2019, April 10, 2019 and July 31, 2019. A final expenditure report will be due no later than July 31, 2018. All reports and invoices shall be submitted to the AGENCY's Contract Manager identified in Article 30.

ARTICLE 11. 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 12. AUDITS. INSPECTIONS. INVESTIGATIONS. RECORDS AND RETENTION

The PROVIDER shall maintain books, records, and documents (including electronic storage media) in compliance with Section 215.97, Florida Statutes, 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 12, Paragraph 2.

The PROVIDER shall 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 applicable Federal law, 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 with Exhibit I and ensure that all related party transactions are disclosed to the auditor.

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

ARTICLE 13. 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 subcontractor's 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 CONTRACT, 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 14. 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 rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of overpayment or outstanding balance thereof. Interest

will accrue from the date of the PROVIDER's initial receipt of funds up to the date of reimbursement of said overpayment funds to the AGENCY.

ARTICLE 15. INVOICES

Invoices for all fees or other compensation for services or expenses must be prepared and submitted in accordance with Section 287.058 (1)(a), Florida Statutes (2017), in detail sufficient for a proper pre-audit and post-audit thereof. Invoiced costs must be accompanied by copies of actual receipts. The PROVIDER agrees to submit the final invoice for payment to the AGENCY no later than **July 31, 2019** 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 16. NOTICE

Except as otherwise specified herein, all formal notices required under this CONTRACT shall be in writing and sent by email, or by hand delivery either, in the case of the AGENCY to its Contract Manager or, in the case of the PROVIDER, the representative responsible for administration of the program.

ARTICLE 17. 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 not for 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 18. INDEPENDENT CONTRACTOR

The PROVIDER agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture 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 subcontractor of the PROVIDER will be deemed an independent PROVIDER and will not be considered or permitted to be an employee, agent, servant, joint venture, 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 subcontractors or assignee, unless specifically agreed to 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 19. 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 Section 119.011(12), Florida Statutes (2017), 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.

The PROVIDER shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this CONTRACT, except for those records exempt from disclosure under one of the statutory provisions mentioned in the paragraph above, or are otherwise exempt from disclosure by operation of Section 119.071, Florida Statutes (2017) or Chapter 119, Florida Statutes. Failure by the PROVIDER to allow the aforementioned public access constitutes grounds for unilateral cancellation by the AGENCY at any time, with no recourse available to the PROVIDER. The PROVIDER shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. A request to inspect or copy public records relating to this CONTRACT shall be made directly to the AGENCY. If the AGENCY does not possess the requested records, the AGENCY will immediately notify the PROVIDER of the request. Upon receiving such a notification and request from the AGENCY's Custodian of Public Records, the PROVIDER shall provide the AGENCY with a copy of all requested public records, at no cost to the AGENCY, or allow the records to be inspected and copied within a reasonable time, or as otherwise provided by law. The PROVIDER will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this CONTRACT and following completion of the CONTRACT if the PROVIDER does not transfer the records to the AGENCY at that time.

Upon completion of the CONTRACT, the PROVIDER shall keep and maintain public records required by the AGENCY to perform the services to be provided in the scope of this CONTRACT or electronically transfer, at no cost, to the AGENCY all public records in possession of the PROVIDER. If the PROVIDER transfers all public records to the AGENCY upon completion of the CONTRACT, the PROVIDER shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the CONTRACT, the PROVIDER shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the AGENCY, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of the AGENCY.

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, THE PROVIDER SHOULD CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 20. 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.

If the PROVIDER knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this CONTRACT.

ARTICLE 21. 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.

Pursuant to the definitions of terms set forth in Section 287.134, Florida Statutes (2017), the following restrictions apply to the entities or affiliates placed on the discriminatory vendor list regarding Discrimination:

an entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, pursuant to Section 287.134, Florida Statutes (2017).

By entering into this CONTRACT, the PROVIDER certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and shall notify the AGENCY within five (5) days of its, or any affiliate's, placement thereon.

ARTICLE 22. 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 23. 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 24. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes, and the definitions of terms set forth therein, the following restrictions are placed on persons or affiliates placed on the convicted vendors list regarding Public Entity Crime:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a CONTRACT to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a CONTRACT with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 for CATEGORY TWO (as defined in Section 287.017, Florida Statutes), for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The PROVIDER certifies that neither it nor any affiliate have been placed on the

convicted vendor list, and shall notify the AGENCY within five (5) days of its, or any affiliate's, placement thereon.

ARTICLE 25. 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 (2) 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 subcontractors, if any, comply with these provisions.

ARTICLE 26. 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 hold 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 27. 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 attorney's fees and costs, arising out of any act or omission or neglect by the PROVIDER and its agents, employees and subcontractors 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 attorney's 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 claims, suits, judgments, or damages arising out of the sole negligent acts of the AGENCY.

ARTICLE 28. 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, email or expedited delivery service that provides verification of delivery, or by hand delivery, to either, in the case of the AGENCY its Contract Manager or in case of the PROVIDER, the representative responsible for administration of the program.

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, email or any expedited delivery service that provides verification of delivery, or by hand delivery, to either, in the case of the AGENCY, the Contract Manager or, in case of the PROVIDER, the representative 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 CONTRACT 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 CONTRACT 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 thirty (30) days of the earliest of either the effective date of termination or expiration of the CONTRACT.

In the event this CONTRACT is terminated, the PROVIDER shall be entitled to funds for services satisfactorily provided through the effective date of termination, if proper and complete documentation is received by the AGENCY within thirty (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 CONTRACT by the PROVIDER.

ARTICLE 29. AMENDMENTS

A party may request that reasonable changes be made to the provisions of, or scope of services to be performed under Attachment B of this CONTRACT. Such changes that are mutually agreed upon by all parties shall require a written and fully executed amendment to this CONTRACT in order to be considered in effect.

ARTICLE 30. OFFICIAL PAYEE AND ADMINISTRATION OF CONTRACT:

In the event of any change concerning an official payee, representative, or office (names, addresses, 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:
The Legal Services Clinic of the Puerto Rican Bar Association, Inc.
517 W. Colonial Drive
Orlando, Florida 32804

laws principles. The parties to this CONTRACT consent to jurisdiction and venue in that any and all litigation arising under the CONTRACT shall be instituted in the appropriate court in Leon County, Florida.

ARTICLE 32. INTELLECTUAL PROPERTY

1. **PROVIDER's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the PROVIDER'S preexisting property will remain with the PROVIDER. PROVIDER shall indemnify and hold harmless the AGENCY and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the PROVIDER.

2. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the PROVIDER under this CONTRACT for the AGENCY shall be handled in the manner specified by applicable Florida State Statutes and/or Federal Program Rules and Procedures.

3. **AGENCY Intellectual Property Rights.** Where activities supported by this CONTRACT produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the AGENCY and the State of Florida Have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the AGENCY to do so. If this CONTRACT is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

ARTICLE 33. CONTRACT AS INCLUDING ENTIRE CONTRACT

This CONTRACT and its attachments, Attachment A with Exhibit 1, Attachment B, Attachment C, Attachment D, 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 33 above.

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

**THE LEGAL SERVICES CLINIC OF THE
PUERTO RICAN BAR ASSOCIATION, INC.**

07/13/2018

DATE

FEID Number

Sabrina W Donovan

**SABRINA DONOVAN
DIRECTOR OF ADMINISTRATION**

7/16/2018

DATE

ATTACHMENT A
Florida Single Audit Act Requirements

The administration of resources awarded by the AGENCY to the PROVIDER may be subject to audits and/or monitoring by the AGENCY as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by AGENCY staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this CONTRACT, the PROVIDER agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AGENCY. In the event the AGENCY determines that a limited scope audit of PROVIDER is appropriate, the PROVIDER agrees to comply with any additional instructions provided by the AGENCY staff to PROVIDER regarding such audit. PROVIDER further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the PROVIDER is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the PROVIDER expends \$750,000 or more in Federal awards in its fiscal year. The PROVIDER must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this CONTRACT indicates Federal resources awarded through the AGENCY by this CONTRACT. In determining the Federal awards expended in its fiscal year, the PROVIDER shall consider all sources of Federal awards, including Federal resources received from the AGENCY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the PROVIDER conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the PROVIDER shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the PROVIDER expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the PROVIDER expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, 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).

PART II: STATE FUNDED

This part is applicable if the PROVIDER is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the PROVIDER expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the PROVIDER 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; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this CONTRACT indicates state financial assistance awarded through the AGENCY by this CONTRACT. In determining the state financial assistance expended in its fiscal year, the PROVIDER shall consider all sources of state financial assistance, including state financial assistance received from the AGENCY, other agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the PROVIDER 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the PROVIDER expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the PROVIDER 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the PROVIDER's resources obtained from other than State entities).

4 NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO: <https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

Pursuant to Section 215.97(8), Florida Statutes (2017), State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding AGENCY must arrange for funding the full cost of such additional audits.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this CONTRACT shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the PROVIDER directly to each of the following:
 - A. Office of the Attorney General
PL-01, The Capitol
Tallahassee, Florida 32399-1050
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this CONTRACT and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the AGENCY for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the PROVIDER shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the PROVIDER's audited schedule of expenditures of Federal awards directly to the AGENCY's Contract Manager listed in this CONTRACT.
3. Copies of financial reporting packages required by PART II of this CONTRACT shall be submitted by or on behalf of the PROVIDER directly to each of the following (one paper copy and one electronic copy of the financial reporting package shall be provided to the Auditor General):

A. The AGENCY's Contract Manager at the following address:

Jeanie Vause
Office of Administrative Services
Florida Department of Legal Affairs
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone: (850) 414-3300
Email: Contract_Desk@myfloridalegal.com

B. The Auditor General's Office at the following address:

State of Florida, Auditor General
Room 401, Claude Pepper Building
111 West Madison Street, Room G74
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this CONTRACT shall be submitted by or on behalf of the PROVIDER directly to the AGENCY's Contract Manager listed in this CONTRACT.
5. Any reports, management letter, or other information required to be submitted to the AGENCY pursuant to this CONTRACT shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. The PROVIDER, when submitting financial reporting packages to the AGENCY for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to PROVIDER in correspondence accompanying the reporting package.

PART V: RECORDS RETENTION

1. The PROVIDER shall retain sufficient records demonstrating its compliance with the terms of this CONTRACT for a period of five (5) years from the date the audit report is issued, and shall allow the AGENCY, as the state awarding agency, or its designee, the Department of Financial Services

and the Auditor General access to such records upon request. The PROVIDER shall ensure that audit working papers are made available to the AGENCY, as the state awarding agency, or its designee, the Department of Financial Services, and the Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the AGENCY, as necessary to comply with the requirements of Section 215.97, Florida Statutes (2017).

NOTE: Records need to be retained for at least five (5) years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

No Federal Project Funds Awarded

STATE RESOURCES AWARDED TO PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

No Matching Funds for Federal Programs Awarded

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

| <u>STATE PROJECT AGENCY</u> | <u>PROJECT TITLE</u> |
|--|---|
| <u>AWARD AMOUNT</u> #41.027 Office of the Attorney General \$750,000.00 | The Legal Services Clinic of The Puerto Rican Bar Association, Inc. |

TOTAL STATE FUNDS AWARDED, UNDER THIS CONTRACT, SUBJECT TO SECTION 215.97, Florida Statutes \$750,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARD PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

- 1.Activities Allowed
- 2.Allowable Cost
- 3.Cash Management
- 4.Period of Availability
- 5.Reporting

Specific compliance requirements for State financial assistance awarded pursuant to this CONTRACT can be found on the Florida Single Audit Act website at:

<https://apps.fldfs.com/fsaa/>

NOTE: section .400(d) of OMB Circular A-133, as revised, and Section 215.97 (5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the PROVIDER.

ATTACHMENT B - SCOPE OF WORK
Deliverables, Supporting Documentation, Financial Consequences, and Performance Requirements

| 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 its 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 – 0 Second Quarter – 50 Third Quarter – 68 Fourth Quarter – 132</p> <p>Annual Requirement: Legal Counsel and advice will be provided to 250 clients.</p> <p>Financial Consequences: \$500 for each client under the targeted 250 for which consultation services are not provided.</p> |
| <p>2.Legal Action: PROVIDER will take legal action, including but not limited to, taking any and all advocacy steps for a client, legal recommendations, any</p> | <p>PROVIDER will maintain complete information in its electronic case management database documenting the client information and nature of the legal actions taken for a minimum</p> | <p>Quarterly Requirements: First Quarter – 0 Second Quarter – 25 Third Quarter – 38 Fourth Quarter – 77</p> |
| <p>step toward representation of the client including but not limited to providing notice to an interested party of said representation, in 140 cases in areas including <i>but not limited</i> to Family Law, Domestic Violence, Foreclosure, Bankruptcy, Dependency, Landlord Tenant, Guardianship/Probate and Immigration.</p> <p>*Legal action must take place during the term of the CONTRACT. Clients served may be new clients or existing clients.</p> | <p>of 140 cases.</p> <p>PROVIDER will maintain information supporting the data entered into the case management data base 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>Annual Requirement: Legal Action taken on behalf of 140 cases.</p> <p>Financial Consequences: \$500 for each case under the targeted 140 for which legal actions are not taken.</p> |

| | | |
|--|---|---|
| <p>3. Community Outreach Provider will participate in community outreach events in at a minimum of twenty (20) occasions. This includes Community Fairs, Festivals, and public events where a visible presence of the Provider and its services are announced.</p> | <p>Provider will maintain complete information as to the events attended and include the following information:</p> <ul style="list-style-type: none"> • Name of Event • Date of Event • Hours of Operation • Names of staff attorney who attended • Signed statement from Supervisor of attendance at event | <p>Quarterly Requirements: First Quarter – 4 events Second Quarter – 4 events Third Quarter – 6 events Fourth Quarter 6 events</p> <p>Annual Requirement: Twenty (20) Community Outreach Events to offer free legal services to the underprivileged and underserved communities within the State of Florida.</p> <p>Financial Consequences: \$500 for each such event not attended.</p> |
|--|---|---|

**ATTACHMENT C – BUDGET
2018 - 2019**

| | | |
|--------------------------------------|--|---------------------|
| Salaries | | |
| Director – Central Florida | | \$75,000.00 |
| Director - South Florida | | \$70,000.00 |
| Project Director | | \$40,000.00 |
| Executive Secretaries/Paralegals | | \$40,000.00 |
| Attorneys | | \$175,000.00 |
| Support Staff | | \$30,000.00 |
| Total Salaries | | \$430,000.00 |
| Fringe Benefits | | |
| FICA/MICA 7.65% | | \$32,895.00 |
| Operating Expense | | |
| Leases/Rent | | \$48,000.00 |
| Telephone/Utilities | | \$3,000.00 |
| Internet | | \$3,000.00 |
| Software | | \$4,000.00 |
| Computers | | \$5,000.00 |
| Equipment Maintenance | | \$2,000.00 |
| Equipment Rental | | \$3,000.00 |
| Community Outreach Events | | \$22,500.00 |
| Marketing | | \$47,000.00 |
| Travel | | \$7,500.00 |
| Office Supplies | | \$3,500.00 |
| Total Expenses | | \$148,500.00 |
| Insurance | | |
| Professional Liability | | \$2605.00 |
| Total Insurance | | \$2,500.00 |
| Professional Services | | |
| Accounting | | \$2,500.00 |
| Payroll Services | | \$2,000.00 |
| Reimbursable Expenses | | \$5,000.00 |
| Contract Compliance Officer, Auditor | | \$82,500.00 |
| Marketing Officer | | \$10,000.00 |
| Community Outreach Officer | | \$22,000.00 |
| CLE Productions Video Trainer | | \$12,000.00 |
| Total Professional Services | | \$136,000.00 |
| Total | | \$750,000.00 |



Audit Trail

TITLE Contract to Sign
FILE NAME K04358 - Puerto R...-18 - Draft 4.doc
DOCUMENT ID 253cec09a69bfa668c2597e97ddca5fcc797936b
STATUS ◦ Completed

Document History



07/13/2018
16:34:46 UTC

Sent for signature to Anthony Suarez (suarez@suarezcti.com)
from attycollazo@gmail.com
IP: 66.176.88.142



07/13/2018
20:03:24 UTC

Viewed by Anthony Suarez (suarez@suarezcti.com)
IP: 107.77.202.67



07/13/2018
20:30:52 UTC

Signed by Anthony Suarez (suarez@suarezcti.com)
IP: 107.77.202.67



COMPLETED

07/13/2018
20:30:52 UTC

The document has been completed.



Audit Trail

TITLE 2nd attempt - please sign,
FILE NAME Contract_to_Sign_...suarezcti.com.pdf
DOCUMENT ID 507b540a2acc24474dd976df875a6e2c37bbb31a
STATUS Completed

Document History



SENT

07/14/2018

23:00:08 UTC

Sent for signature to Tony (suarez@suarezcti.com) from
attycollazo@gmail.com
IP: 75.74.108.73



VIEWED

07/14/2018

23:04:00 UTC

Viewed by Tony (suarez@suarezcti.com)
IP: 107.77.204.63



SIGNED

07/14/2018

23:07:44 UTC

Signed by Tony (suarez@suarezcti.com)
IP: 107.77.204.63



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07/14/2018

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