THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, MARCH 31, 2026 12:00 PM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

(OR IMMEDIATELY FOLLOWING THE WORKSHOP)

AGENDA FOR SPECIAL SCHOOL BOARD MEETING

SPECIAL SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

Update 3/30/26

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Special School Board Meeting will be accessible virtually. **Public Written Agenda Comments - Members of the public may submit public written comments by selecting the eComments tab at the following District webpage: https://www.browardschools.com/Page/55263. Public Written Agenda Comments must be submitted no later than 1:00 p.m. the day before the published date of the School Board Meeting or Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of twenty-two hundred and fifty (2250) characters.** Pursuant to School Board Policy 1020, the public may speak a total of twelve (12) minutes during any single meeting, not including committee reports. Additionally, in the event a large group of individuals (ten (10) or more) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes usually permitted or limit the overall time speakers will be heard on that item.

Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ADDED / CHANGED ITEMS

March 30, 2026

ITEMS
3. PY26-198 – District Staffing Optimization Survey (ADDED)

CLOSE AGENDA

PURPOSE OF MEETING

For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

SUPERINTENDENT'S RECOMMENDATION(S)

1. **The University of Florida Board of Trustees – Data Sharing**
(Postponed from March 10, 2026, RSBM)
MEMO TO VOTE DOWN
Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide

Executive Summary.pdf
Agreement.pdf
A-3 Postponed ARF.pdf
Memo to Vote Down.pdf

2. **The University of Florida Board of Trustees – Data Sharing**
Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide

Executive Summary.pdf
Agreement.pdf

3. **PY26-198 - District Staffing Optimization Strategies**
ADDED
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and MGT Impact Solutions, LLC (MGT), and the spending authority of $101,000. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.

Status: MEMO TO VOTE DOWN

March 10, 2026

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-03-31	Special School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

The University of Florida Board of Trustees – Data Sharing (Postponed from March 10, 2026, RSBM)

REQUESTED ACTION:

Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Mar 2, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 31, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Agreement
The University of Florida Board of Trustees – Data Sharing

Board Meeting Date: March 10, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF).

School Board Policy Requirement/Authority: N/A

Statutory Requirement/Authority: N/A

District-zone Impact: District-Wide

Impact of the School Board's Vote:
- If the School Board votes "Yes": UF will be able to receive data from SBBC, so that they may evaluate the effectiveness of certain programs funded by UF in Broward County Public Schools.
- If the School Board votes "No": SBBC will not be able to share data information with UF. UF will not be able to evaluate the effectiveness of certain UF-funded programs in Broward County Public Schools.

Background/History
SBBC and UF wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the contracted services complies with the requirements of privacy laws and to establish procedures and duties. The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders, including but not limited to families, educators, administrators, and local school board members.

Alignment to 2027 Goals and Guardrails:
Goal 1- Early Literacy Proficiency
Goal 2- Algebra Proficiency
Goal 3- Science Proficiency
Goal 4 – College and Career Readiness

Measurable Outcome(s)/Return on Investment:
The measurable outcome of this Agreement is to ensure efficient and timely transmission, storage, use, and destruction of certain protected or confidential information. UF will provide a yearly update of evaluation progress and outcomes.

Financial Impact, Funding Source & Budget Status:
There is no financial impact to the District.

Multi-year agreement: No

Procurement Method: N/A

Impact on Schools: None

If there is an impact on schools, how will schools be selected/prioritized: N/A

Stakeholder Engagement/ End-User Input: N/A

If Applicable: Technology/Capital Expected Lifecycle/Replacement Cycle: N/A

Additional Backup:
This agreement, along with the following proposed agreements, is related to the Florida Tutoring Advantage initiative, which will provide up to 975 Varsity Tutor licenses and up to 40,000 Khan Academy licenses at no charge to SBBC:

- University of Florida – Lastinger Center
- Khan Academy High School – Service Order for Licenses
- Varsity Tutors Data Sharing Agreement

DATA SHARING AGREEMENT

This Data Sharing Agreement ("**Agreement**") is entered into by and between

The School Board of Broward County, Florida (SBBC)
("**Disclosing Party**"), whose current mailing address is Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, and

The University of Florida Board of Trustees (UF)
("**Receiving Party**") whose current mailing address is 207 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500.

At times, Disclosing Party and Receiving Party are referred to singularly as "**Party**" and collectively as "**Parties**."

WHEREAS, the Parties have set forth certain relevant definitions on the attached **Exhibit "A"**.

WHEREAS, the Parties have set forth certain relevant privacy and IT security provisions on the attached **Exhibit "G"**.

WHEREAS, Receiving Party has agreed to provide Disclosing Party with certain educational or research-oriented services ("Services") as more fully described on the attached **Exhibit "B"**.

WHEREAS, in order to provide the Services, Receiving Party may receive and Disclosing Party may provide documents or data that are covered by the laws of the United States of America (the "**Federal Laws**").

WHEREAS, the documents and data transferred from Receiving Party and/or accessed by Receiving Party in the performance of the Services shall be subject to the laws of the State of Florida. ("**State**", "**State Laws**"), and such additional rules or restrictions as set forth on the attached **Exhibit "E"**;

WHEREAS, this Agreement complies with all relevant State Laws and Federal Laws (collectively, the "**State and Federal Laws")**; and

WHEREAS, the Parties wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Background and Purpose

According to Florida Statutes 1003.485, 1008.366, and 1004.561, UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning including micro-credentials for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. Additionally, the UF Lastinger Center for Learning is the administrator of the New Worlds Reading Initiative and the New Worlds Tutoring Program (referred to as the Florida Tutoring Advantage or FTA). Access to data is necessary for UF Lastinger Center to determine program eligibility, evaluate program impacts, conduct research, and assist with reporting requirements (ss. 1003.485, 1008.366, and 1004.561, F.S.). The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected

or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders including, but not limited to, families, educators, administrators, and local school board members.

Section 2. Term

The term of this Agreement begins upon execution by the last party to sign and ends on June 30, 2028, unless terminated earlier pursuant to Section 12 (Termination) of the Agreement.

Section 3. Transfer and Use of Data

Pursuant to this Agreement and in accordance with the State and Federal Laws, Receiving Party will receive from Disclosing Party, via secure data transfer methods, the protected or confidential information set forth in Section 4 below or as more fully described in the attached **Exhibit "D"** (the "**Data**") and **Exhibit "F"** (the "**Narrative**") and **Exhibit G** The Receiving Party may use such Data only for the purposes of providing the Services and that any data sub-processors or data systems will be held to strict accordance with the terms of this Agreement ***and to sub-processors and/or data systems***. The Parties agree and represent that the Data shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5, below. For the purpose of this Agreement, the definitions of "directory information," "education records," and "personally identifiable information" are set out in 34 C.F.R. § 99.3.

Section 4. Data To Be Shared

The Parties agree that Disclosing Party will share with Receiving Party the data set out in **Exhibit "D", Exhibit "F",** and **Exhibit "G"..**

Section 5. Applicable FERPA Provisions

The following FERPA exceptions apply:

X *Studies Exception*: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **(If checked, fill out Exhibit C)**

☐ *School Official or Representative (or Outsourced Services) Exception*: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (1) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. (If checked, A description of Receiving Party's services and qualifications as a "school official" are set forth in **Exhibit "B"** ("**Services**").)

Section 6. Confidentiality and Data Governance Provisions

The Parties agree to comply with the State and Federal Laws. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Disclosing Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data. Where applicable, each Party shall comply with such additional privacy and parental consent requirements as set forth in the Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312). In addition, the Parties shall conduct certain surveys in accordance with the relevant provisions of the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

Section 7. Data Studies

For any and all studies to be performed by Receiving Party:

(a) Receiving Party may use personally identifiable information (PII), which is information that identifies (or could be used to re-identify) an individual, from education records provided by Disclosing Party only to meet the purpose or purposes of the study.

(b) The Parties agree that Receiving Party may conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in the study.

(c) Receiving Party understands and agrees that it may not publish any study that contains any PII. Receiving Party agrees to adhere to Privacy Measures when publishing any data or study, in order to protect the privacy and confidentiality of the individuals involved.

(d) Disclosing Party retains an express right to review any data prior to publication by Receiving Party and to verify proper disclosure avoidance techniques have been used.

(e) Receiving Party may allow internal access to PII received in connection with this Agreement only to individuals with a need to know the same and Receiving Party shall take steps to maintain the confidentiality of the PII at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.

(f) De-Identified Data: Data that has been de-identified is not considered student data and is not subject to the terms and restrictions in this agreement. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data.

(g) Research and Program Evaluation:

(1) SBBC Policy 6313 requires primary investigators of program evaluation studies conducted by Receiving Party that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals must submit a Research Request to the Disclosing Party's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The Disclosing Party's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

i. the purpose, scope, limitations, and duration of study is clearly outlined;
ii. the protection of human subjects in the research process;
iii. education records are only used for purposes of the identified study;
iv. education records are only used by representatives of the organization identified in this agreement; and
v. the safe and confidential storage and transmittal of education records.

(2) The purposes of the studies to be conducted by the Receiving Party are to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement.

(3) The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on June 30, 2028 and must be conducted during the term of this agreement. I IRB renewal is necessary, it must be submitted yearly during the duration of this agreement before expiration.

(4) Receiving Party shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

(5) Receiving Party shall comply with all requirements of the Disclosing Party's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

Section 8. Data Ownership

Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

Section 9. Data Destruction

(a) Receiving Party may retain education records obtained under this Agreement and 1) may disclose Aggregate data to the public, and 2) may provide data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records. This Term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99. Notwithstanding anything to the contrary, Receiving Party may retain anonymized data received under this Agreement.

(b) Notwithstanding any other term of this or any other Agreement, Disclosing Party retains the right to terminate Receiving Party's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement. Furthermore, an authorized representative of Disclosing Party may, upon ten (10) days written notice, inspect Receiving Party's security protocols and arrangements to ensure compliance with this Agreement.

(c) De-Identified Data: Receiving Party's use of De-Identified Data shall survive termination of this Agreement or any request by Disclosing Party to return or destroy PII. De-Identified Data may be used by Receiving Party for those purposes allowed under FERPA and the following purposes: (1) assisting Disclosing Party or other governmental agencies in conducting research and other studies; and (2) research and development of Receiving Party's educational sites, services, or applications, and to demonstrate the effectiveness of the Services. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data. Receiving Party may retain data and 1) may disclose Aggregate data to the public, and 2) may provide de-identified data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records.

Section 10. General Data Terms

(a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records or other Data is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records or other Data only as essential to carry out the terms of the evaluation, study, project, service, or program.

(b) Receiving Party agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and the Related Contract (if applicable) and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."

(c) The Parties each individually and collectively represent that Receiving Party will allow access to PII only to those individuals employed by Receiving Party with a need to know.

(d) Receiving Party represents that it will ensure that each individual with whom it shares the PII shall be bound by confidentiality provisions no less strict than the confidentiality provisions in this Agreement.

(e) Notwithstanding anything to the contrary Receiving Party may disclose or share information with a third-party who has also entered into a data sharing agreement with Disclosing Party that is the same or substantially the same as this Agreement.

(f) Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of Disclosing Party ("**Security Measures**"). Receiving Party shall comply with all State and Federal Laws related to a data breach involving personal information.

Section 11. Breach

Any breach of this Agreement leading to unlawful disclosure of education records, PII, or other Data that is covered under State and Federal Laws constitutes a material breach of this Agreement and constitutes cause for immediate termination by Disclosing Party.

Section 12. Termination

Either party may terminate this Agreement without cause upon fifteen (15) days' written notice. Any duty of confidentiality as to information protected by State and Federal Laws at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 13. Data Officials

The following individuals are designated as the Data Compliance Official and Data Custodian for the purpose of this agreement, which individual may be updated at any time upon written notice from one Party to the other Party.

Disclosing Party:

Name: Trey Davis

Title: Chief Information Officer

and

Name: Adam Iarussi

Title: Evaluation Administrator

Receiving Party

Name: Tyran Butler

Title: Assistant Center Director

Section 14. Miscellaneous Contract Terms

14.1 This Agreement, including and together with any exhibits, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Nothing in this Agreement shall be construed or interpreted to allow either party to maintain, use, disclose, or otherwise share PII in a manner or not allowed by the State and Federal Laws.

14.2 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.3 No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4 This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assignees. Neither Party may assign, transfer, delegate, or subcontract any of

its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.

14.5 If a conflict exists between State and Federal Laws, and this Agreement, State and Federal Laws shall govern. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts located in the State.

14.6 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State without giving effect to the conflict of laws provisions thereof.

14.7 This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.8 Any notice, communication, request, approval, or consent that may be given or that is required to be given under the terms of this Agreement shall be in writing, and shall be sent certified mail, return receipt requested, to the address for each party shown on the face of this agreement. Notice given by or to the attorney for either party shall be as effective as if given by or to that party

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

FOR SBBC: (Disclosing Party)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR UF (Receiving Party)

(Corporate Seal)

University of Florida Board of Trustees

Signature: Joseph Glover

Print Name: Joseph Glover

Title: Interim Provost

Date: 2/17/2026 | 1:54 PM EST

Corporate Secretary Signature

-OR-

Kimberly Bagley
Witness Signature

Kim Bagley
Print Name

Amber Forshee
Witness Signature

Amber Forshee
Print Name

Exhibit "A" – Definitions

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings.

"Federal Laws"

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

"Privacy Measures"

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

"Security Measures"

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

"De-identified Data"

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student's name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are "identifiable." De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, "De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1))."

For further explanation and examples of how and why these and other terms are used, please visit https://dataprivacyforstudents.org

Exhibit "B" – Services

The University of Florida Lastinger Center for Learning provides to districts a range of professional learning programs for educators, state initiatives that offer services to students and families, and research and development projects that guide the creation of new products and services to serve education stakeholders.

Other services may be provided under Memoranda of Understanding and contracts for service.

Exhibit "C" - Studies Exception

If you selected "Studies Exception" in Section 5, complete the following (or attach study documentation):

a. Purpose of the studies to be conducted:

(i) Professional Learning Evaluation Study
This study aims to improve instruction for teachers in the district or LEA per 34 CFR § 99.31(a)(6)(i)(C). According to s. 1004.561, F.S. (2024), UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning [including micro-credentials] for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. In this way, UF Lastinger Center performs institutional services per 34 CFR § 99.31(a)(1)(i)(B) for the state of Florida, and thereby for every district in the state, by developing and administering programs and professional learning to improve student achievement outcomes and improve the quality of instruction in early learning, literacy, and mathematics. To best perform these services, UF Lastinger Center requests access to data to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement. Analyses of educator and student engagement with Lastinger Center programs, and the impact such engagement has on educator and student outcomes, will support continued development of programs and products that support teacher effectiveness and student success. Moreover, results of such analyses will provide valuable insights to district and school officials about the types of skills and environments that are most likely to produce higher levels of teacher satisfaction and effectiveness, as well as student success and educational attainment. Finally, aggregated results of studies of efficacy and impact of Lastinger Center programs will be disseminated to the broader research and practice community so that insights on what has been successful at the Lastinger Center may have a broader impact on the larger education community. All disseminated findings would mask identities of any educators, students, schools, and districts so that identities would remain confidential.

(ii) ALTER-Math Tutoring Agent Study if applicable

Led by the University of Florida (UF), ALTER-Math shifts students' roles from passive learners into proactive teachers to AI through an advanced learning framework, learning-by-teaching. ALTER-Math, aims to double the rate of algebra learning for students, particularly for those from low-income households, by developing effective, scalable, and responsible AI-enhanced teachable agents, utilizing large language models (LLMs) and cutting-edge AI technologies. Our study seeks to answer the following research question: "How effectively does the AI-powered teachable agent engage students and improve students' mathematical achievements?" The UF Lastinger Center requests access to data to inform the ongoing evaluation and iterative improvement efforts necessary to achieve the project goals. The results of the analyses will provide key insights to the relationships between ALTER-Math usage patterns and student academic achievement in mathematics for learnings in any subgroup, highlighting opportunities for ongoing improvement for the tutoring agent.

b. Scope of the proposed study:

(i) Professional Learning Evaluation Study

The scope of the proposed studies include analyses of deidentified student data examining students' reading and mathematics scores before, during, and following direct (as participants) and/or indirect (as students of educators) exposure to UF Lastinger Center programs and by comparing reading and mathematics scores for students with and without direct (as participants) and/or indirect (as students of educators) exposure to Lastinger Center programs.

(ii) ALTER-Math Tutoring Agent Study if applicable
Upon electing to participate in this study, teacher participants will integrate the usage of ALTER-Math in their instruction of middle school or Algebra I mathematics students. We recommend that teachers plan for 30-minutes of learning activities with ALTER-Math every week. However, it is completely up to teachers how they would adopt ALTER-Math in their instructional plans. In this study, our data collection methodology combines qualitative and quantitative strategies to ensure comprehensive coverage and reliability. We prioritize ethical considerations by deidentifying all data to protect participant privacy and uphold confidentiality. Participants, including teachers and students, are informed of their rights during the recruitment and consent processes. The opt-out process is straightforward and can be initiated at any stage, ensuring that participants feel comfortable and respected throughout the study. Our study will evaluate both the cognitive (i.e., students' mathematics performance as assessed through FAST progress monitoring) and affective outcomes (i.e., engagement) collected from the students, further analyzed based on their demographics (e.g., gender, race, low-income status).

c. Duration of the study:

(i) Professional Learning Evaluation Study
These studies will remain active as long as this Agreement is active.

(ii) ALTER-Math Tutoring Agent Study if applicable
This **ALTER-Math Tutoring Agent** research project will end in 2027. For the study planned in Spring 2025, we aim to conduct the study activities including teachers and students for no more than three months. We expect to request a research collaboration for more studies of similar length in Spring 2026 and 2027.

d. Information to be disclosed: (see Exhibit D)

Exhibit "D" - Data

Data Fields Requested	Requested for				
	New Worlds Reading – Directory Data	Florida Tutoring Advantage	Early Learning Professional Learning	**Literacy** Professional Learning	Math **Professional** Learning
1. Student First Name	✓	✓			
2. Student Last Name	✓	✓			
3. Student FLEID	✓	✓	✓	✓	✓
4. Student SISID	✓	✓	✓	✓	✓
5. Parent First Name	✓				
6. Parent Last Name	✓				
7. Parent Mailing Address	✓				
8. Parent Email Address	✓				
9. Parent Phone Number	✓				

✓ and shading indicates what program needs the particular data field(s).

Part 1: Industry-Standard Data

List of Data Fields Requested for all above programs
For ALTER-Math project: Student Math Nation User ID/Username if applicable
Student Date of Birth
Course
Teacher Name
Teacher Email Address
Teacher ID
Teacher Role
Teacher Job Title
Teacher Employment Status
Teacher Certification(s) & Endorsement(s)
Teacher Years in District
Teacher Highest Degree
~~Student Free/Reduced Lunch Status~~
Date Enrolled in Grade/Course with Teacher
Days Enrolled in Grade/Course with Teacher
Days Absent from Grade/Course with Teacher
EOC ELA/Math Scaled Score

EOC ELA/Math Achievement Level
EOC ELA/Math Percentile Rank
(Approximate) Date of Administration for each Achievement Measure Provided
ELA/Math Course Grade
Student Attendance Actual (days attended in given quarter)
Student Attendance Expected (Days assigned in given quarter)
Student Tier Support Level 2 Flag
Student Tier Support Level 3 Flag

List of Data Fields that May be Requested if not Provided by FL Department of Education
Student District Number
Student District
Student School Number
Student School Name
Student Grade
Student Age
Student Sex
Student Race/Ethnicity
Student English Proficiency status
Parent Home Language
Student Exceptionality (Primary and Other)
Star Early Literacy/Reading/Math Scaled Score for PM1, PM2, PM3
Star Early Literacy/Reading/Math Achievement Level for PM1, PM2, PM3
Star Early Literacy/Reading/Math Percentile Rank for PM1, PM2, PM3
FAST ELA/Math Scaled Score for PM1, PM2, PM3
FAST ELA/Math Achievement Level for PM1, PM2, PM3
FAST ELA/Math Percentile Rank for PM1, PM2, PM3

Third-Party Data:

Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. The districts ensure that all necessary permissions and consents have been obtained to share this data in compliance with applicable laws and regulations.

Part 2: Additional Data (if applicable)

_____

_____

Part 3: Excluded Data (if applicable):

Notwithstanding the foregoing, the following information will not be transferred to Receiving Party:

_____

_____

Exhibit "E" - Additional Rules or Restrictions (if applicable)

NONE

Exhibit "F" - Data Narrative

UF Lastinger Center's Need for Data Sharing

UF Lastinger Center's professional learning products are built upon decades of research on how students prepare for Kindergarten, learn to read, and do mathematics across PK–12, the types of pedagogical practices that best support student learning, and best practices for how to engage adult learners in online and in-person learning contexts. UF Lastinger Center's professional learning provides job-embedded opportunities for educators to apply what they have learned directly in their current context, which translates into enhanced teaching and student learning for years to come.

Meticulously developed to ensure a high-quality professional learning environment, UF Lastinger Center's professional learning programs are designed to make a positive impact on both educators and students. We maximize our impact by engaging in continuous improvement and iterative refinement. We use two parallel pathways to continually enhance our professional learning offerings. First, we examine educators' participation data (e.g., completion rates, knowledge gains, reported self-efficacy, feedback, and satisfaction). These data are collected in our professional learning programs. Second, we examine the impact of our programs on students, with a keen focus on the context of their learning environments - classroom, school, and district. These secondary data are obtained through data sharing agreements between school districts, state entities, and UF Lastinger Center.

A clear understanding of impacts on teacher practice and student learning is beneficial for UF Lastinger Center as it allows us to tailor our professional learning to better serve the unique needs of each community. By agreeing to a data sharing agreement, school districts play a crucial role in this process, contributing to the enhancement of the learning experience for educators and students alike. Moreover, a comprehensive and accurate portfolio of data about teachers and students enables us to provide more meaningful reports to districts and schools. The reports provided by UF Lastinger Center describe district return on investment in teacher professional learning. Further, the reports describe how UF Lastinger Center's professional learning supports the work already happening in districts and schools to improve teaching effectiveness and student achievement in measurable ways. The information provided by UF Lastinger Center provides districts with a more detailed picture of teaching and learning environments, which can be used to make decisions about how to better support teachers and students to meet district goals.

UF Lastinger Center's Need for Teacher Data

UF Lastinger Center aims to fully understand the impacts of our state initiatives and professional learning programs so that we can provide clear, actionable insights to districts about teacher and student impacts. The analysis to understand these impacts requires a process whereby teachers who have participated in UF Lastinger Center professional learning are matched to comparison teachers who have not participated in UF Lastinger Center professional learning. Analyzing student data from a matched teacher sample allows us to understand whether our impacts are measurable and expected across similar contexts (e.g., by comparing "apples to apples"). This kind of comparison is vital as we create and enhance our professional learning programs to be responsive to district and school needs, while also being scalable to support educators across Florida. The process for selecting matched teachers would be fully described and agreed upon as part of the data sharing process. The data needed for matching is based upon known teacher and school demographic information, and typically includes constructs like teacher certification and pathway (e.g., alternative/traditional), years experience, grade/course, gender,

race/ethnicity, school grade, school FRL rate, school English Language Learner proportion, and school race/ethnicity makeup.

UF Lastinger Center's Need for Student Data

UF Lastinger Center ultimately aims to impact student learning in reading and mathematics through high-quality professional learning. Receiving student data to understand these impacts is vital. We request districts to provide student data that can be merged with educator data to understand whether students of teachers engaged in UF Lastinger Center professional learning have higher scores, make stronger gains, and meet benchmarks as compared to students of teachers not engaged in UF Lastinger Center professional learning.

We need data that reflects student performance and learning outcomes so that we can make sense about how UF Lastinger Center's professional learning programs are working for different types of students. Having the FLEID allows for longitudinal analyses to understand cumulative impacts on students as they move through the K-12 system. More precisely, we are requesting student-level data for the following purposes:

- **Personalized Improvement:** Student-level data allows for a more granular understanding of student performance connected to specific teachers participating in particular UF Lastinger Center programs. We can make sense of how differences in student outcomes are connected to specific ways teachers have learned from professional learning programs, and how their practice has changed. This is instrumental in tailoring and improving the course(s).
- **Promotion of State Initiatives:** Student-level data allows us to privately promote state initiatives to the families of eligible students who can benefit from participation in the New Worlds Reading Initiative and Florida Tutoring Advantage.
- **Impact Measurement:** Student-level data helps us measure the direct impact of professional learning on student outcomes, which is a powerful way to assess program effectiveness.
- **Identifying Patterns:** Student-level data can help identify patterns and trends in student performance across different classrooms, schools, or districts. These insights can guide systemic improvements and policy decisions.
- **Research and Development:** Student-level data can contribute to research efforts aimed at understanding effective teaching strategies and interventions, leading to the development of better teaching methods and tools.
- **Accountability and Transparency:** Student-level data promotes accountability and transparency by providing evidence of the impact of professional development programs, showing districts their return on investment.

For instance, careful analysis of student-level data from matched teachers will allow us to say things like this:

When teachers have shown evidence of___ ways of being able to engage students in learning____ mathematics or reading, and when students have___ types of characteristics, students are able to make ___ types of gains in___ type of reading or mathematics. Therefore, it is important for teachers to be able to support students in____ specific types of ways of engaging in learning, and students with___ types of characteristics are going to need____ types of different supports so that___ student outcomes can be achieved.

Relying solely on aggregated student data significantly limits our ability to make nuanced claims about the impact of our professional learning programs. For instance, if we only had access to aggregate data such as the proportion of students with specific characteristics (e.g., demographics, grades, attendance) or achievement levels on the FAST mathematics assessments, we would be unable to understand the individual experiences of students with the implementation of these programs.

With only aggregate data, we could make broad statements such as, "UF Lastinger Center professional learning programs work well when certain student and teacher characteristics are present." However, this overlooks the possibility that a specific type of student, who might be present in most classrooms, is not benefiting from the implementation as expected. Without individual-level data, we would not be aware of this issue and might mistakenly conclude that the impact was smaller than anticipated. Student-level data is essential to capture these nuances and drive meaningful improvements in our professional learning system.

Data Security and Identity Confidentiality

Data are stored in **dual-authenticated, password protected** files stored in UF-approved local or cloud storage locations. Per University of Florida policy, "electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft." Only those who need access on the research team to conduct analysis will be granted access to the data. Any public reporting of findings in any form will keep the identities of participants, schools, and the district **confidential** through pseudonyms, vague language (e.g., a large school district in the southern US), and rounded demographic information so that identities may not be determined.

Requested Data (see Exhibit "D")

UF Lastinger Center is requesting student-level data for educators who engaged in UF Lastinger Center professional learning, as well as for student-level data from an anonymized matched sample of teachers as a comparison (see Exhibit "D") for the teacher's students the year prior to participation in our professional learning and the subsequent year to have better baseline and longitudinal measures of impact.

EXHIBIT "G" - Disclosing Party's Privacy and Security Clauses

1. **Disclosing Party's Disclosure of Education Records.**

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable education records in this section for the following purposes:

(1) To evaluate the impact of Receiving Party's provider programs:

(a) New Worlds Reading
(b) Florida Tutoring Advantage
(c) Early Learning Professional Learning
(d) Literacy Professional Leaming
(e) Math Professional Learning

(2) To report de-identified program outcome data to stakeholders and State of Florida agencies.

(3) To provide professional learning to Disclosing Party's staff.

b) Disclosing Party staff will provide Receiving Party with the following education records, via secure email.

(1) See **Exhibit D – Data**, for the specific types of education records disclosed for each program.

c) FERPA exceptions to consent.

(1) Information to Receiving Party for studies and evaluation:

(a) Studies Exception. 20 U.S.C. § 1232g(b)(l)(F) and 34 C.F.R. § 99.3 l (a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **See Exhibit C - Studies Exception.**

(2) To provide professional learning to Disclosing Party staff.

(a) School Official or Representative (or Outsourced Services) Exception. 34 C.F.R. § § 99 .3 l (a)(l) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (i) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (ii)

is under the direct control of the LEA with respect to the use and maintenance of education records; and (iii)) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. **See Exhibit "B" - Services.**

d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Receiving Party's privacy policies if any.

2. Receiving Party Safeguarding the Confidentiality of Education Records.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Fully comply with the requirements of Sections I002.22, I002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell. distribute, target advertise, or display education records to any third party, in compliance with Section I006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494. Florida Statutes; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Disclosing Party upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the Disclosing Party's Director Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate Disclosing Party employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide Disclosing Party with the name and contact information of its employee who shall serve as Disclosing Party's primary security contact and shall be available to assist Disclosing Party in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at Disclosing Party's request, all education records to Disclosing Party (at no additional cost and in a format that is compatible with Disclosing Party's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide Disclosing Party with a written acknowledgment of said disposition. All education records remain the property of Disclosing Party, and any party contracting with Disclosing Party serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

c) Liability. Receiving Party shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless Disclosing Party and its officers and employees for any violation of this section, including, without limitation, defending Disclosing Party and its officers and employees against any complaint,

administrative or judicial proceeding, payment of any penalty imposed upon Disclosing Party, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon Disclosing Party arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **Disclosure of Disclosing Party's Employee Records**.

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable employee records in this section for the following purposes:

1) For Receiving Party to provide professional development to Disclosing Party staff for the programs listed below. Disclosing Party will have separate written Agreements for each of the following:

(a) New Worlds Reading
(b) Florida Tutoring Advantage
(c) Early Leaming Professional Leaming
(d) Literacy Professional Leaming
(e) Math Professional Leaming

2) To evaluate Receiving Party's programs, and report **de-identified** program outcome data to Disclosing Party staff.

(a) Disclosing Party staff will provide Receiving Party with the following employee records, via secure email. See **Exhibit D - Data** for the specific types of employee records disclosed for each program.

b) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in Receiving Party's privacy policies if any.

4. **Receiving Party Safeguarding the Confidentiality of Disclosing Party's Employee Records.**

a) Privacy. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality or employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the Disclosing Party's IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to those required by Section 501.171. Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

5. **Receiving Party's Re-Disclosure of Disclosing Party's Education Records**.

1. Receiving Party will re-disclose the following education records to Littera (subprocessor) to ensure student eligibility, matching to service, tracking student progress, and data cleaning:

(a) Student First Name
(b) Student Last Name
(c) Student date of birth
(d) Florida Education Identifier (FLEID)
(e) Student Information System Identification (SISID)
(f) District Number

(g) District Name
(h) School Number
(i) School Name

6. **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records and employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

7. **Receiving Party's Re-Disclosure of Disclosing Party's Employee Records**. Receiving Party will re-disclose the employee records listed in this Agreement to Littera (subprocessor) to ensure accurate student and teacher matching is associated with the subject area students are receiving tutoring in.

8. **Third Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-03-10	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	A-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

The University of Florida Board of Trustees – Data Sharing ADDED

REQUESTED ACTION:

Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

POSTPONED TO MARCH 31, 2026, SPECIAL SCHOOL BOARD MEETING

SOURCE OF ADDITIONAL INFORMATION

Name:	Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Mar 2, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 10, 2026

By: School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

March 26, 2026

TO: School Board Members

FROM: Dr. Fabian H. Cone FC
Chief Academic Officer

VIA: Dr. Angela R. Fulton ARF
Deputy Superintendent

Dr. Howard Hepburn HH
Superintendent of Schools

SUBJECT: **REQUEST TO VOTE DOWN POSTPONED ITEM 1, THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES – DATA SHARING AGREEMENT, FROM THE MARCH 10, 2026, REGULAR SCHOOL BOARD MEETING**

This memorandum is provided to you concerning the postponed agenda items #1 and #2 concerning the revisions of the University of Florida Board of Trustees – Data Sharing Agreement.

The agenda Item #2 provides redrafted revisions of Item #1 for the Board's approval. This is necessary due to the removal of the New Worlds Reading Initiative from the agreement.

It is recommended that the School Board vote down the postponed agenda Item #1 and approve agenda Item #2 to reflect this change.

HH/ARF/FHC/GB:mmp

Signature: Angela R. Fulton
Angela R. Fulton (Mar 26, 2026 11:55:59 EDT)
Email: afulton@browardschools.com

Signature: Howard Hepburn
Howard Hepburn (Mar 26, 2026 15:32:23 EDT)
Email: howard.hepburn@browardschools.com

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-03-31	Special School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

The University of Florida Board of Trustees – Data Sharing

REQUESTED ACTION:

Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Mar 31, 2026

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 31, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

The University of Florida Board of Trustees – Data Sharing

Board Meeting Date: March 31, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF).

General Information

SBBC and UF wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the contracted services complies with the requirements of privacy laws and to establish procedures and duties.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• UF will be able to receive data from SBBC, so that they may evaluate the effectiveness of certain programs funded by UF in Broward County Public Schools.
If the School Board votes "No"	• SBBC will not be able to share data information with UF. UF will not be able to evaluate the effectiveness of certain UF-funded programs in Broward County Public Schools.
Alignment to 2027 Goals and Guardrails	• Goal 1- Early Literacy Proficiency • Goal 2- Algebra Proficiency • Goal 3- Science Proficiency • Goal 4 – College and Career Readiness

Measurable Outcome(s)/Return on Investment	• The measurable outcome of this Agreement is to ensure efficient and timely transmission, storage, use, and destruction of certain protected or confidential information. UF will provide a yearly update of evaluation progress and outcomes.

Background/History
SBBC and UF wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the contracted services complies with the requirements of privacy laws and to establish procedures and duties. The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders, including but not limited to families, educators, administrators, and local school board members

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method	
Contract Term:	Agreement Term: March 31, 2026, through June 30, 2028; Emerging/ Small/ Minority/Veteran/Women; Business Enterprise Vendor(s): None
Multi-Year Agreement:	Yes

Procurement Method:	N/A

Table B: Financial Impact, Funding Source, and Budget Status

There is no financial impact to the District. This agreement is solely for data sharing.

Procurement				**Budget**		
Past Board Action	**Date**	**Spend Authority**	**Term** *(Months)*	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term** *(Months)*
N/A				**N/A**		
N/A				**N/A**		
Requested Board Action	**Date**	**Spend Authority**	**Term** (Months)	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
Total Agreement Amount		0			0	

School Impact, Stakeholder Engagement, and Implementation Considerations

There is no impact to the schools

Impact on Schools	N/A
School Selection /Prioritization	N/A

Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

This agreement, along with the following proposed agreements, is related to the Florida Tutoring Advantage initiative, which will provide up to 975 Varsity Tutor licenses and up to 40,000 Khan Academy licenses at no charge to SBBC:

- University of Florida – Lastinger Center
- Khan Academy High School – Service Order for Licenses
- Varsity Tutors Data Sharing Agreement

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DATA SHARING AGREEMENT

This Data Sharing Agreement ("**Agreement**") is entered into by and between

The School Board of Broward County, Florida (SBBC)
("**Disclosing Party**"), whose current mailing address is Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, and

The University of Florida Board of Trustees (UF)
("**Receiving Party**") whose current mailing address is 207 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500.

At times, Disclosing Party and Receiving Party are referred to singularly as "**Party**" and collectively as "**Parties**."

WHEREAS, the Parties have set forth certain relevant definitions on the attached **Exhibit "A"**.

WHEREAS, the Parties have set forth certain relevant privacy and IT security provisions on the attached **Exhibit "G"**.

WHEREAS, Receiving Party has agreed to provide Disclosing Party with certain educational or research-oriented services ("Services") as more fully described on the attached **Exhibit "B"**.

WHEREAS, in order to provide the Services, Receiving Party may receive and Disclosing Party may provide documents or data that are covered by the laws of the United States of America (the "**Federal Laws**").

WHEREAS, the documents and data transferred from Receiving Party and/or accessed by Receiving Party in the performance of the Services shall be subject to the laws of the State of Florida. ("**State**", "**State Laws**"), and such additional rules or restrictions as set forth on the attached **Exhibit "E"**;

WHEREAS, this Agreement complies with all relevant State Laws and Federal Laws (collectively, the "**State and Federal Laws")**; and

WHEREAS, the Parties wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Background and Purpose

According to Florida Statutes 1003.485, 1008.366, and 1004.561, UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning including micro-credentials for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. Additionally, the UF Lastinger Center for Learning is the administrator of the New Worlds Tutoring Program (referred to as the Florida Tutoring Advantage or FTA). Access to data is necessary for UF Lastinger Center to determine program eligibility, evaluate program impacts, conduct research, and assist with reporting requirements (ss. 1003.485, 1008.366, and 1004.561, F.S.). The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected

or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders including, but not limited to, families, educators, administrators, and local school board members.

Section 2. Term

The term of this Agreement begins upon execution by the last party to sign and ends on June 30, 2028, unless terminated earlier pursuant to Section 12 (Termination) of the Agreement.

Section 3. Transfer and Use of Data

Pursuant to this Agreement and in accordance with the State and Federal Laws, Receiving Party will receive from Disclosing Party, via secure data transfer methods, the protected or confidential information set forth in Section 4 below or as more fully described in the attached **Exhibit "D"** (the "**Data**") and **Exhibit "F"** (the "**Narrative**") and **Exhibit G.** The Receiving Party may use such Data only for the purposes of providing the Services and that any data sub-processors or data systems will be held to strict accordance with the terms of this Agreement **and to sub-processors and/or data systems.** The Parties agree and represent that the Data shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5, below. For the purpose of this Agreement, the definitions of "directory information," "education records," and "personally identifiable information" are set out in 34 C.F.R. § 99.3.

Section 4. Data To Be Shared

The Parties agree that Disclosing Party will share with Receiving Party the data set out in **Exhibit "D", Exhibit "F",** and **Exhibit "G".**

Section 5. Applicable FERPA Provisions

The following FERPA exceptions apply:

X *Studies Exception*: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **(If checked, fill out Exhibit C)**

☐ *School Official or Representative (or Outsourced Services) Exception*: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii) In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (1) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. (If checked, A description of Receiving Party's services and qualifications as a "school official" are set forth in **Exhibit "B"** ("**Services**").)

Section 6. Confidentiality and Data Governance Provisions

The Parties agree to comply with the State and Federal Laws. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Disclosing Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data. Where applicable, each Party shall comply with such additional privacy and parental consent requirements as set forth in the Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312). In addition, the Parties shall conduct certain surveys in accordance with the relevant provisions of the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 C.F.R. Part 98).

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Section 7. Data Studies

For any and all studies to be performed by Receiving Party:

(a) Receiving Party may use personally identifiable information (PII), which is information that identifies (or could be used to re-identify) an individual, from education records provided by Disclosing Party only to meet the purpose or purposes of the study.

(b) The Parties agree that Receiving Party may conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in the study.

(c) Receiving Party understands and agrees that it may not publish any study that contains any PII. Receiving Party agrees to adhere to Privacy Measures when publishing any data or study, in order to protect the privacy and confidentiality of the individuals involved.

(d) Disclosing Party retains an express right to review any data prior to publication by Receiving Party and to verify proper disclosure avoidance techniques have been used.

(e) Receiving Party may allow internal access to PII received in connection with this Agreement only to individuals with a need to know the same and Receiving Party shall take steps to maintain the confidentiality of the PII at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.

(f) De-Identified Data: Data that has been de-identified is not considered student data and is not subject to the terms and restrictions in this agreement. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data.

(g) Research and Program Evaluation:

(1) SBBC Policy 6313 requires primary investigators of program evaluation studies conducted by Receiving Party that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals must submit a Research Request to the Disclosing Party's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The Disclosing Party's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

i. the purpose, scope, limitations, and duration of study is clearly outlined;
ii. the protection of human subjects in the research process;
iii. education records are only used for purposes of the identified study;
iv. education records are only used by representatives of the organization identified in this agreement; and
v. the safe and confidential storage and transmittal of education records.

(2) The purposes of the studies to be conducted by the Receiving Party are to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement.

(3) The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on June 30, 2028 and must be conducted during the term of this Agreement. If IRB renewal is necessary, it must be submitted yearly during the duration of this Agreement before expiration.

(4) Receiving Party shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

(5) Receiving Party shall comply with all requirements of the Disclosing Party's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

Section 8. Data Ownership

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Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

Section 9. Data Destruction

(a) Receiving Party may retain education records obtained under this Agreement and 1) may disclose Aggregate data to the public, and 2) may provide data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records. This Term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99. Notwithstanding anything to the contrary, Receiving Party may retain anonymized data received under this Agreement.

(b) Notwithstanding any other term of this or any other Agreement, Disclosing Party retains the right to terminate Receiving Party's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement. Furthermore, an authorized representative of Disclosing Party may, upon ten (10) days written notice, inspect Receiving Party's security protocols and arrangements to ensure compliance with this Agreement.

(c) De-Identified Data: Receiving Party's use of De-Identified Data shall survive termination of this Agreement or any request by Disclosing Party to return or destroy PII. De-Identified Data may be used by Receiving Party for those purposes allowed under FERPA and the following purposes: (1) assisting Disclosing Party or other governmental agencies in conducting research and other studies; and (2) research and development of Receiving Party's educational sites, services, or applications, and to demonstrate the effectiveness of the Services. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data. Receiving Party may retain data and 1) may disclose Aggregate data to the public, and 2) may provide de-identified data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records.

Section 10. General Data Terms

(a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records or other Data is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records or other Data only as essential to carry out the terms of the evaluation, study, project, service, or program.

(b) Receiving Party agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and the Related Contract (if applicable) and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."

(c) The Parties each individually and collectively represent that Receiving Party will allow access to PII only to those individuals employed by Receiving Party with a need to know.

(d) Receiving Party represents that it will ensure that each individual with whom it shares the PII shall be bound by confidentiality provisions no less strict than the confidentiality provisions in this Agreement.

(e) Notwithstanding anything to the contrary Receiving Party may disclose or share information with a third-party who has also entered into a data sharing agreement with Disclosing Party that is the same or substantially the same as this Agreement.

(f) Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of Disclosing Party ("**Security Measures**"). Receiving Party shall comply with all State and Federal Laws related to a data breach involving personal information.

Section 11. Breach

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Any breach of this Agreement leading to unlawful disclosure of education records, PII, or other Data that is covered under State and Federal Laws constitutes a material breach of this Agreement and constitutes cause for immediate termination by Disclosing Party.

Section 12. Termination

Either party may terminate this Agreement without cause upon fifteen (15) days' written notice. Any duty of confidentiality as to information protected by State and Federal Laws at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 13. Data Officials

The following individuals are designated as the Data Compliance Official and Data Custodian for the purpose of this agreement, which individual may be updated at any time upon written notice from one Party to the other Party.

Disclosing Party:

Name: Trey Davis

Title: Chief Information Officer

and

Name: Adam Iarussi

Title: Evaluation Administrator

Receiving Party

Name: Tyran Butler

Title: Assistant Center Director

Section 14. Miscellaneous Contract Terms

14.1 This Agreement, including and together with any exhibits, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Nothing in this Agreement shall be construed or interpreted to allow either party to maintain, use, disclose, or otherwise share PII in a manner or not allowed by the State and Federal Laws.

14.2 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.3 No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4 This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assignees. Neither Party may assign, transfer, delegate, or subcontract any of

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its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.

14.5 If a conflict exists between State and Federal Laws, and this Agreement, State and Federal Laws shall govern. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts located in the State.

14.6 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State without giving effect to the conflict of laws provisions thereof.

14.7 This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.8 Any notice, communication, request, approval, or consent that may be given or that is required to be given under the terms of this Agreement shall be in writing, and shall be sent certified mail, return receipt requested, to the address for each party shown on the face of this agreement. Notice given by or to the attorney for either party shall be as effective as if given by or to that party

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

FOR SBBC: (Disclosing Party)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.10 13:29:30 -04'00'

Office of The General Counsel

FOR UF (Receiving Party)

(Corporate Seal)

University of Florida Board of Trustees

Signature: Joseph Glover

Corporate Secretary Signature

Print Name: Joseph Glover

Title: Interim Provost

-OR-

Date: 3/12/2026 | 10:03 AM EDT

Witness Signature

Print Name

Witness Signature

Print Name

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Exhibit "A" – Definitions

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings.

"Federal Laws"

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

"Privacy Measures"

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

"Security Measures"

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

"De-identified Data"

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student's name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are "identifiable." De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, "De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1))."

For further explanation and examples of how and why these and other terms are used, please visit https://dataprivacyforstudents.org

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Exhibit "B" – Services

The University of Florida Lastinger Center for Learning provides to districts a range of professional learning programs for educators, state initiatives that offer services to students and families, and research and development projects that guide the creation of new products and services to serve education stakeholders.

Other services may be provided under Memoranda of Understanding and contracts for service.

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Exhibit "C" - Studies Exception

If you selected "Studies Exception" in Section 5, complete the following (or attach study documentation):

a. Purpose of the studies to be conducted:

(i) Professional Learning Evaluation Study
This study aims to improve instruction for teachers in the district or LEA per 34 CFR § 99.31(a)(6)(i)(C). According to s. 1004.561, F.S. (2024), UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning [including micro-credentials] for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. In this way, UF Lastinger Center performs institutional services per 34 CFR § 99.31(a)(1)(i)(B) for the state of Florida, and thereby for every district in the state, by developing and administering programs and professional learning to improve student achievement outcomes and improve the quality of instruction in early learning, literacy, and mathematics. To best perform these services, UF Lastinger Center requests access to data to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement. Analyses of educator and student engagement with Lastinger Center programs, and the impact such engagement has on educator and student outcomes, will support continued development of programs and products that support teacher effectiveness and student success. Moreover, results of such analyses will provide valuable insights to district and school officials about the types of skills and environments that are most likely to produce higher levels of teacher satisfaction and effectiveness, as well as student success and educational attainment. Finally, aggregated results of studies of efficacy and impact of Lastinger Center programs will be disseminated to the broader research and practice community so that insights on what has been successful at the Lastinger Center may have a broader impact on the larger education community. All disseminated findings would mask identities of any educators, students, schools, and districts so that identities would remain confidential.

(ii) ALTER-Math Tutoring Agent Study if applicable

Led by the University of Florida (UF), ALTER-Math shifts students' roles from passive learners into proactive teachers to AI through an advanced learning framework, learning-by-teaching. ALTER-Math, aims to double the rate of algebra learning for students, particularly for those from low-income households, by developing effective, scalable, and responsible AI-enhanced teachable agents, utilizing large language models (LLMs) and cutting-edge AI technologies. Our study seeks to answer the following research question: "How effectively does the AI-powered teachable agent engage students and improve students' mathematical achievements?" The UF Lastinger Center requests access to data to inform the ongoing evaluation and iterative improvement efforts necessary to achieve the project goals. The results of the analyses will provide key insights to the relationships between ALTER-Math usage patterns and student academic achievement in mathematics for learnings in any subgroup, highlighting opportunities for ongoing improvement for the tutoring agent.

b. Scope of the proposed study:

(i) Professional Learning Evaluation Study

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The scope of the proposed studies include analyses of deidentified student data examining students' reading and mathematics scores before, during, and following direct (as participants) and/or indirect (as students of educators) exposure to UF Lastinger Center programs and by comparing reading and mathematics scores for students with and without direct (as participants) and/or indirect (as students of educators) exposure to Lastinger Center programs.

(ii) ALTER-Math Tutoring Agent Study if applicable
Upon electing to participate in this study, teacher participants will integrate the usage of ALTER-Math in their instruction of middle school or Algebra I mathematics students. We recommend that teachers plan for 30-minutes of learning activities with ALTER-Math every week. However, it is completely up to teachers how they would adopt ALTER-Math in their instructional plans. In this study, our data collection methodology combines qualitative and quantitative strategies to ensure comprehensive coverage and reliability. We prioritize ethical considerations by deidentifying all data to protect participant privacy and uphold confidentiality. Participants, including teachers and students, are informed of their rights during the recruitment and consent processes. The opt-out process is straightforward and can be initiated at any stage, ensuring that participants feel comfortable and respected throughout the study. Our study will evaluate both the cognitive (i.e., students' mathematics performance as assessed through FAST progress monitoring) and affective outcomes (i.e., engagement) collected from the students, further analyzed based on their demographics (e.g., gender, race, low-income status).

c. Duration of the study:

(i) Professional Learning Evaluation Study
These studies will remain active as long as this Agreement is active.

(ii) ALTER-Math Tutoring Agent Study if applicable
This **ALTER-Math Tutoring Agent** research project will end in 2027. For the study planned in Spring 2025, we aim to conduct the study activities including teachers and students for no more than three months. We expect to request a research collaboration for more studies of similar length in Spring 2026 and 2027.

d. Information to be disclosed: (see Exhibit D)

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Exhibit "D" - Data

Data Fields Requested	Requested for			
	Florida Tutoring Advantage	Early Learning Professional Learning	Literacy Professional Learning	Math Professional Learning
1. Student First Name	✓	N/A	N/A	N/A
2. Student Last Name	✓	N/A	N/A	N/A
3. Student FLEID	✓	✓	✓	✓
4. Student SISID	✓	✓	✓	✓
5. Parent First Name	N/A	N/A	N/A	N/A
6. Parent Last Name	N/A	N/A	N/A	N/A
7. Parent Mailing Address	N/A	N/A	N/A	N/A
8. Parent Email Address	N/A	N/A	N/A	N/A
9. Parent Phone Number	N/A	N/A	N/A	N/A

✓ and shading indicates what program needs the particular data field(s).

Part 1: Industry-Standard Data

List of Data Fields Requested
For ALTER-Math project: Student Math Nation User ID/Username if applicable
Student Date of Birth
Course
Teacher Name
Teacher Email Address
Teacher ID
Teacher Role
Teacher Job Title
Teacher Employment Status
Teacher Certification(s) & Endorsement(s)
Teacher Years in District
Teacher Highest Degree
~~Student Free/Reduced Lunch Status~~
Date Enrolled in Grade/Course with Teacher
Days Enrolled in Grade/Course with Teacher
Days Absent from Grade/Course with Teacher
EOC ELA/Math Scaled Score

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EOC ELA/Math Achievement Level
EOC ELA/Math Percentile Rank
(Approximate) Date of Administration for each Achievement Measure Provided
ELA/Math Course Grade
Student Attendance Actual (days attended in given quarter)
Student Attendance Expected (Days assigned in given quarter)
Student Tier Support Level 2 Flag
Student Tier Support Level 3 Flag

List of Data Fields that May be Requested if not Provided by FL Department of Education
Student District Number
Student District
Student School Number
Student School Name
Student Grade
Student Age
Student Sex
Student Race/Ethnicity
Student English Proficiency status
Home Language
Student Exceptionality (Primary and Other)
Star Early Literacy/Reading/Math Scaled Score for PM1, PM2, PM3
Star Early Literacy/Reading/Math Achievement Level for PM1, PM2, PM3
Star Early Literacy/Reading/Math Percentile Rank for PM1, PM2, PM3
FAST ELA/Math Scaled Score for PM1, PM2, PM3
FAST ELA/Math Achievement Level for PM1, PM2, PM3
FAST ELA/Math Percentile Rank for PM1, PM2, PM3

Third-Party Data:

Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. The districts ensure that all necessary permissions and consents have been obtained to share this data in compliance with applicable laws and regulations.

Part 2: Additional Data (if applicable)

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Part 3: Excluded Data (if applicable):

Notwithstanding the foregoing, the following information will not be transferred to Receiving Party:

_____

_____

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Exhibit "E" - Additional Rules or Restrictions (if applicable)

NONE

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Exhibit "F" - Data Narrative

UF Lastinger Center's Need for Data Sharing

UF Lastinger Center's professional learning products are built upon decades of research on how students prepare for Kindergarten, learn to read, and do mathematics across PK–12, the types of pedagogical practices that best support student learning, and best practices for how to engage adult learners in online and in-person learning contexts. UF Lastinger Center's professional learning provides job-embedded opportunities for educators to apply what they have learned directly in their current context, which translates into enhanced teaching and student learning for years to come.

Meticulously developed to ensure a high-quality professional learning environment, UF Lastinger Center's professional learning programs are designed to make a positive impact on both educators and students. We maximize our impact by engaging in continuous improvement and iterative refinement. We use two parallel pathways to continually enhance our professional learning offerings. First, we examine educators' participation data (e.g., completion rates, knowledge gains, reported self-efficacy, feedback, and satisfaction). These data are collected in our professional learning programs. Second, we examine the impact of our programs on students, with a keen focus on the context of their learning environments - classroom, school, and district. These secondary data are obtained through data sharing agreements between school districts, state entities, and UF Lastinger Center.

A clear understanding of impacts on teacher practice and student learning is beneficial for UF Lastinger Center as it allows us to tailor our professional learning to better serve the unique needs of each community. By agreeing to a data sharing agreement, school districts play a crucial role in this process, contributing to the enhancement of the learning experience for educators and students alike. Moreover, a comprehensive and accurate portfolio of data about teachers and students enables us to provide more meaningful reports to districts and schools. The reports provided by UF Lastinger Center describe district return on investment in teacher professional learning. Further, the reports describe how UF Lastinger Center's professional learning supports the work already happening in districts and schools to improve teaching effectiveness and student achievement in measurable ways. The information provided by UF Lastinger Center provides districts with a more detailed picture of teaching and learning environments, which can be used to make decisions about how to better support teachers and students to meet district goals.

UF Lastinger Center's Need for Teacher Data

UF Lastinger Center aims to fully understand the impacts of our state initiatives and professional learning programs so that we can provide clear, actionable insights to districts about teacher and student impacts. The analysis to understand these impacts requires a process whereby teachers who have participated in UF Lastinger Center professional learning are matched to comparison teachers who have not participated in UF Lastinger Center professional learning. Analyzing student data from a matched teacher sample allows us to understand whether our impacts are measurable and expected across similar contexts (e.g., by comparing "apples to apples"). This kind of comparison is vital as we create and enhance our professional learning programs to be responsive to district and school needs, while also being scalable to support educators across Florida. The process for selecting matched teachers would be fully described and agreed upon as part of the data sharing process. The data needed for matching is based upon known teacher and school demographic information, and typically includes constructs like teacher certification and pathway (e.g., alternative/traditional), years experience, grade/course, gender,

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race/ethnicity, school grade, school FRL rate, school English Language Learner proportion, and school race/ethnicity makeup.

UF Lastinger Center's Need for Student Data

UF Lastinger Center ultimately aims to impact student learning in reading and mathematics through high-quality professional learning. Receiving student data to understand these impacts is vital. We request districts to provide student data that can be merged with educator data to understand whether students of teachers engaged in UF Lastinger Center professional learning have higher scores, make stronger gains, and meet benchmarks as compared to students of teachers not engaged in UF Lastinger Center professional learning.

We need data that reflects student performance and learning outcomes so that we can make sense about how UF Lastinger Center's professional learning programs are working for different types of students. Having the FLEID allows for longitudinal analyses to understand cumulative impacts on students as they move through the K-12 system. More precisely, we are requesting student-level data for the following purposes:

- **Personalized Improvement:** Student-level data allows for a more granular understanding of student performance connected to specific teachers participating in particular UF Lastinger Center programs. We can make sense of how differences in student outcomes are connected to specific ways teachers have learned from professional learning programs, and how their practice has changed. This is instrumental in tailoring and improving the course(s).
- **Promotion of State Initiatives:** Student-level data allows us to privately promote state initiatives to the families of eligible students who can benefit from participation in the Florida Tutoring Advantage.
- **Impact Measurement:** Student-level data helps us measure the direct impact of professional learning on student outcomes, which is a powerful way to assess program effectiveness.
- **Identifying Patterns:** Student-level data can help identify patterns and trends in student performance across different classrooms, schools, or districts. These insights can guide systemic improvements and policy decisions.
- **Research and Development:** Student-level data can contribute to research efforts aimed at understanding effective teaching strategies and interventions, leading to the development of better teaching methods and tools.
- **Accountability and Transparency:** Student-level data promotes accountability and transparency by providing evidence of the impact of professional development programs, showing districts their return on investment.

For instance, careful analysis of student-level data from matched teachers will allow us to say things like this:

When teachers have shown evidence of ___ ways of being able to engage students in learning ___ mathematics or reading, and when students have ___ types of characteristics, students are able to make ___ types of gains in ___ type of reading or mathematics. Therefore, it is important for teachers to be able to support students in ___ specific types of ways of engaging in learning, and students with ___ types of characteristics are going to need ___ types of different supports so that ___ student outcomes can be achieved.

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Relying solely on aggregated student data significantly limits our ability to make nuanced claims about the impact of our professional learning programs. For instance, if we only had access to aggregate data such as the proportion of students with specific characteristics (e.g., demographics, grades, attendance) or achievement levels on the FAST mathematics assessments, we would be unable to understand the individual experiences of students with the implementation of these programs.

With only aggregate data, we could make broad statements such as, "UF Lastinger Center professional learning programs work well when certain student and teacher characteristics are present." However, this overlooks the possibility that a specific type of student, who might be present in most classrooms, is not benefiting from the implementation as expected. Without individual-level data, we would not be aware of this issue and might mistakenly conclude that the impact was smaller than anticipated. Student-level data is essential to capture these nuances and drive meaningful improvements in our professional learning system.

Data Security and Identity Confidentiality

Data are stored in **dual-authenticated, password protected** files stored in UF-approved local or cloud storage locations. Per University of Florida policy, "electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft." Only those who need access on the research team to conduct analysis will be granted access to the data. Any public reporting of findings in any form will keep the identities of participants, schools, and the district **confidential** through pseudonyms, vague language (e.g., a large school district in the southern US), and rounded demographic information so that identities may not be determined.

Requested Data (see Exhibit "D")

UF Lastinger Center is requesting student-level data for educators who engaged in UF Lastinger Center professional learning, as well as for student-level data from an anonymized matched sample of teachers as a comparison (see Exhibit "D") for the teacher's students the year prior to participation in our professional learning and the subsequent year to have better baseline and longitudinal measures of impact.

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EXHIBIT "G" - Disclosing Party's Privacy and Security Clauses

1. **Disclosing Party's Disclosure of Education Records.**

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable education records in this section for the following purposes:

(1) To evaluate the impact of Receiving Party's provider programs:

(a) Florida Tutoring Advantage
(b) Early Learning Professional Learning
(c) Literacy Professional Learning
(d) Math Professional Learning

(2) To report de-identified program outcome data to stakeholders and State of Florida agencies.

(3) To provide professional learning to Disclosing Party's staff.

b) Disclosing Party staff will provide Receiving Party with the following education records, via secure email.

(1) See **Exhibit D – Data**, for the specific types of education records disclosed for each program. No parent or guardian information shall be provided for the programs under this Agreement.

c) FERPA exceptions to consent.

(1) Information to Receiving Party for studies and evaluation:

(a) Studies Exception. 20 U.S.C. § 1232g(b)(l)(F) and 34 C.F.R. § 99.3 l (a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **See Exhibit C - Studies Exception.**

(2) To provide professional learning to Disclosing Party staff.

(a) School Official or Representative (or Outsourced Services) Exception. 34 C.F.R. § § 99 .3 l (a)(l) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (i) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (ii)

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is under the direct control of the LEA with respect to the use and maintenance of education records; and (iii)) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. **See Exhibit "B" - Services.**

d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Receiving Party's privacy policies if any.

2. Receiving Party Safeguarding the Confidentiality of Education Records.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Fully comply with the requirements of Sections I002.22, I002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell. distribute, target advertise, or display education records to any third party, in compliance with Section I006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494. Florida Statutes; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Disclosing Party upon request; and

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2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the Disclosing Party's Director Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate Disclosing Party employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide Disclosing Party with the name and contact information of its employee who shall serve as Disclosing Party's primary security contact and shall be available to assist Disclosing Party in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at Disclosing Party's request, all education records to Disclosing Party (at no additional cost and in a format that is compatible with Disclosing Party's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide Disclosing Party with a written acknowledgment of said disposition. All education records remain the property of Disclosing Party, and any party contracting with Disclosing Party serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

c) Liability. Receiving Party shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless Disclosing Party and its officers and employees for any violation of this section, including, without limitation, defending Disclosing Party and its officers and employees against any complaint,

administrative or judicial proceeding, payment of any penalty imposed upon Disclosing Party, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon Disclosing Party arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **Disclosure of Disclosing Party's Employee Records**.

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable employee records in this section for the following purposes:

1) For Receiving Party to provide professional development to Disclosing Party staff for the programs listed below. Disclosing Party will have separate written Agreements for each of the following:

(a) Florida Tutoring Advantage
(b) Early Learning Professional Learning
(c) Literacy Professional Learning
(d) Math Professional Learning

2) To evaluate Receiving Party's programs, and report **de-identified** program outcome data to Disclosing Party staff.

(a) Disclosing Party staff will provide Receiving Party with the following employee records, via secure email. See **Exhibit D - Data** for the specific types of employee records disclosed for each program.

b) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in Receiving Party's privacy policies if any.

4. **Receiving Party Safeguarding the Confidentiality of Disclosing Party's Employee Records.**

a) Privacy. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

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3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality or employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the Disclosing Party's IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to those required by Section 501.171. Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

5. **Receiving Party's Re-Disclosure of Disclosing Party's Education Records**.

1. Receiving Party will re-disclose the following education records to Littera (subprocessor) to ensure student eligibility, matching to service, tracking student progress, and data cleaning:

(a) Student First Name
(b) Student Last Name
(c) Student date of birth
(d) Florida Education Identifier (FLEID)
(e) Student Information System Identification (SISID)
(f) District Number

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(g) District Name
(h) School Number
(i) School Name

6. **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records and employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

7. **Receiving Party's Re-Disclosure of Disclosing Party's Employee Records**. Receiving Party will re-disclose the employee records listed in this Agreement to Littera (subprocessor) to ensure accurate student and teacher matching is associated with the subject area students are receiving tutoring in.

8. **Third Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

Certificate Of Completion

Envelope Id: AB73B04F-C05B-4194-83D6-F40312F6B563
Status: Completed
Subject: Complete with Docusign: UF (Data Sharing Agmt)_legally sufficient_rv 3-10-26_signed1.pdf
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Document Pages: 25
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Kimberly Bagley
971 Elmore Drive, Rm 102
PO Box 115250
Gainesville, FL 32611
k.bagley@ufl.edu
IP Address: 128.227.130.62

Record Tracking

Status: Original
3/11/2026 8:02:59 AM
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k.bagley@ufl.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Glover glover@ufl.edu Provost University of Florida Security Level: Email, Account Authentication (None)	Joseph Glover Signature Adoption: Pre-selected Style Using IP Address: 128.227.165.102	Sent: 3/11/2026 8:04:59 AM Viewed: 3/12/2026 10:03:15 AM Signed: 3/12/2026 10:03:50 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2026 8:04:59 AM
Certified Delivered	Security Checked	3/12/2026 10:03:15 AM
Signing Complete	Security Checked	3/12/2026 10:03:50 AM
Completed	Security Checked	3/12/2026 10:03:50 AM

Payment Events	Status	Timestamps

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-03-31	Special School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

PY26-198 - District Staffing Optimization Strategies
ADDED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and MGT Impact Solutions, LLC (MGT), and the spending authority of $101,000. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$101,000. Funding for this item is included within the FY26 Board-approved District budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Romaneir D. Johnson	Phone:	754-321-1990
Name:	Dr. Ernie Lozano	Phone:	754-321-1840

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Romaneir Johnson, Chief Financial Officer

Signature

Romaneir Johnson, Chief Financial Officer Mar 27, 2026

Electronic Signature

Approved in Open Board Meeting On: March 31, 2026

By: _____

School Board Chair

Form $4189 Revised 7/24
HH/JJS

For more information, please contact:
Name: Dr. Ernie Lozano
Title: Chief Human Resources Officer
Phone: 754-321-1840

EXECUTIVE SUMMARY

PY26-198 – District Staffing Optimization Strategies

Board Meeting Date: March 31, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and MGT Impact Solutions, LLC (MGT), and the spending authority of $101,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• By the end of April, SBBC leadership and the Board will have a recommended right-sized staffing model for the 2026–2027 School Year (SY), enabling meaningful, lasting cost savings that directly support district priorities and student outcomes.
If the School Board votes "No"	• The District will make staffing model recommendations for the 2026-2027 SY without the benefit of an independent analysis and context-specific strategy analysis.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The District will implement an efficient, streamlined, and defensible central office and district-wide staffing model for the 2026-2027 SY.

Background/History
Over the past decade, Broward County Public Schools (BCPS) has experienced a significant and sustained decline in student enrollment, with total enrollment decreasing by approximately 38,000 students**.** This downward trend reflects broader statewide and national shifts, including expanded school choice options, declining birth rates, and increased competition from charter, private, and virtual education providers. Current projections indicate that enrollment declines are expected to continue in the years ahead, further impacting district funding, staffing needs, and operational structures.

As student enrollment has decreased, the District's staffing model has not consistently adjusted at the same pace. This misalignment has created increasing financial pressure, particularly in a period marked by rising fixed costs, including employee healthcare and operational expenses.

As a result, BCPS faces a critical need to realign its staffing structures to better reflect current and projected enrollment realities while maintaining high-quality educational services for students.

To support this work, BCPS has engaged MGT, a nationally recognized consulting firm with more than 50 years of experience in education, government, and organizational performance improvement. MGT has partnered with School Districts and public sector organizations across the country to deliver data-driven, strategic solutions that improve efficiency, strengthen organizational effectiveness, and support long-term sustainability.

Through this engagement, MGT is conducting a comprehensive review of BCPS staffing models, organizational structures, and operational functions. Their work includes benchmarking BCPS against comparable districts, analyzing workload and role alignment, and identifying opportunities for cost savings and increased efficiency. Importantly, the analysis is grounded in aligning staffing ratios to both current and projected enrollment trends, ensuring that recommendations are responsive to the District's evolving needs.

The outcome of this effort will be a right-sized, defensible staffing model for the 2026–2027 SY and beyond. MGT will provide clear recommendations, cost implications, and an implementation roadmap, equipping the Superintendent and School Board with the tools necessary to make informed, strategic staffing decisions that balance fiscal responsibility with student success.

Contract Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Contract Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	Agreement Term: March 31, 2026, through February 28, 2027; Emerging/Small/ Veterans/Minority/Women Business Enterprise Vendor(s): None.
Multi-Year Agreement:	Not Applicable
Procurement Method:	Pursuant to Purchasing Policy 3800, Section 6A-1.012(6), Florida Administrative Code, and Section 1001.451, Florida Statutes, in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. In order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit

	The School Board to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and the school district has determined such alternative ("piggyback") purchases to be of economic advantage.

Table B: Financial Impact, Funding Source, and Budget Status
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

Budget Impact Summary Statement:
1. Funding for this item is included within the FY26 Board-approved District budget.

Procurement				Budget		
Past Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Source (s)/ Currently Budgeted**	**Budget Amount**	**Term (Months)**
N/A						
Requested Board Action	**Date**	**Spend Authority**	**Term (Months)**	**Funding Sources (s)**	**Budget Amount**	**Fiscal Year**
	3/31/2026	$101,000	11		$101,000	FY26
Total Agreement Amount						

School Impact, Stakeholder Engagement, and Implementation Considerations

This section outlines how the proposed item will impact schools, including the selection and prioritization process where applicable, as well as stakeholder and end-user input. It also addresses technology and capital asset life cycles, replacement planning, and any additional operational details necessary to provide the Board with a comprehensive understanding of implementation.

Impact on Schools	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Agreement

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	PY26-198	**Preparation Date:**	March 17, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	
New Bid Award Total:	$101,000	**Bid Title:**	District Staffing Optimization Strategies
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):		**New Bid Term (In Months):**	11
Previous Bid Term (End Date):		**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	
Average Monthly Expenditure:	PLEASE SEE NOTES SECTION
Unused Authorized Spending:	
Est. Forecasted Spend (For Entire Bid Term):	**PLEASE SEE NOTES SECTION**

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
MGT IMPACT SOLUTIONS, LLC		
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1200096550	**Name** (First & Last)	Dr. Ernie Lozano
Fund	1000	**Title**	Chief Human Resources Officer
Functional Area	7720000000000000	**Department/School Name**	Human Resources Division
Commitment Item	53150000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MGT IMPACT SOLUTIONS, LLC
(hereinafter referred to as "VENDOR"),
a Florida limited liability company,
whose principal place of business is
4320 West Kennedy Boulevard, Suite 200, Tampa, Florida 33609

Each a "party" and collectively, the "parties"

A. **WHEREAS**, on March 17, 2020 The State of Florida Department of Management Services ("DMS") issued Request for Proposal identified as RFP 06-80101500-J for Management Consulting Services and Financial and Performance Audits, as amended by Addendum No. 1 (undated); Addendum No. 2 (undated); Addendum No. 3 dated April 20, 2020; Addendum No. 4 dated May 12, 2020, Addendum No. 5 (undated); Addendum No. 6 dated September 8, 2020, Addendum No. 7 dated November 10, 2020, and Addendum No. 8 dated December 7, 2020, (collectively, the DMS RFP); and

B. **WHEREAS**, VENDOR submitted a proposal in response to the RFP dated June 9, 2020 ("Proposal"); and

C. **WHEREAS,** on September 30, 2020, DMS awarded State Term Contract No. 84111600-20-1 to VENDOR for a term commencing on March 1, 2021, through February 29, 2024 ("Initial Contract Term"), renewable in whole or in part for a term not to exceed the Initial Contract Term upon mutual agreement of DMS and VENDOR ("DMS Contract"); and

D. **WHEREAS**, on February 23, 2024, DMS and VENDOR extended the DMS Contract from March 1, 2024, to February 28, 2025, via a Second Amendment; and

E. **WHEREAS**, on February 4, 2025, DMS and VENDOR extended the DMS Contract from March 1, 2025, to February 28, 2027, via a Third Amendment; and

F. **WHEREAS,** pursuant to Section 6A-1.012(6), Florida Administrative Code and SBBC Policy 3800 Part III, subparagraph C, in lieu of requesting competitive solicitations from three (3) or more sources, SBBC may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. In order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit SBBC to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and SBBC has determined such alternative ("piggyback") purchases to be of economic advantage; and

G. **WHEREAS**, SBBC has determined that it is to the SBBC's economic advantage to make purchases from the DMS Contract; and

H. **WHEREAS,** VENDOR will permit SBBC to purchase services through the DMS Contract at the same terms and conditions, and, at or below the prices set forth therein; and

I. **WHEREAS**, SBBC desires to procure services from DMS at the same terms and conditions, and, at or below the prices set forth in the DMS Contract as extended between DMS and VENDOR; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on **February 28, 2027**, unless terminated earlier pursuant to Section 3.4 (Termination and Default) of this Agreement. Should the DMS Contract be extended, SBBC reserves the right, at its sole discretion, to extend this Agreement for the same period and under the same terms and conditions.

2.2 **Description of Services**. For the duration of this Agreement, VENDOR shall provide SBBC with the services offered in the DMS Contract, attached hereto and incorporated into this Agreement by reference as **Exhibit A**.

2.3 **Cost**. The total cost to SBBC for VENDOR's services under this Agreement shall not exceed a cumulative amount of One Hundred One Thousand and 00/100 Dollars (**$101,000.00**), and shall be based on the terms and conditions, and, at or below the costs identified in the DMS Contract as of the Effective Date of this Agreement.

2.4 **Payment**.

2.4.1 Purchase Orders. SBBC will issue an appropriate Purchase Order to VENDOR for the services performed under this Agreement.

2.4.2 Invoices. Upon completion of the services identified in the Purchase Order, VENDOR shall submit a single proper and appropriate invoice in the amount of One Hundred One Thousand and 00/100 Dollars (**$101,000.00**) to SBBC referencing the specific services, Purchase Order for verification by SBBC Accounts Payable, cost, date, and quantity (if applicable) provided to SBBC under this Agreement.

2.4.3 VENDOR shall submit the single proper and appropriate invoice to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast Third Avenue, 7th Floor
Lauderdale, FL 33301
frdaphelp@browardschools.com

2.4.4 Payment due. Upon receipt of the single proper and appropriate invoice from VENDOR, SBBC will make full payment to VENDOR net thirty (30) calendar days not exceeding a total cumulative amount of One Hundred One Thousand and 00/100 Dollars (**$101,000.00**).

2.5 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws.

2.6 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.6.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or

federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Notify the SBBC Privacy Officer immediately upon discovery of any actual or suspected *hard copy breach* of confidentiality of education records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.6.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.6.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.6.2.3 Notify the SBBC Director of Information Security and Assurance immediately upon discovery of an actual or suspected *electronic breach of confidentiality* of education records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.4 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.6.2.5 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.7 **SBBC Disclosure of Employee Records.**

2.7.1 SBBC staff will provide VENDOR with the employee records in this section for the following purposes:

2.7.1.1 To provide SBBC with a recommended efficient, streamlined, and defensible central office and District-wide staffing model.

2.7.1.2 To review current staffing models, reporting structures, and functional alignment for central office and school-based positions, as well as current recommendations to streamline that have been proposed internally by SBBC leadership.

2.7.2 SBBC will provide VENDOR with the following employee records (which includes personally identifiable information), via email and OneDrive:

Personally Identifiable	
Data Element / Description	**Level of Detail**
Organizational charts (official) and reporting relationships table; org layer identifiers; acting/interim roles	Department/org layer
Non-Personally Identifiable	
Data Element / Description	**Level of Detail**
Current initiatives/constraints calendar: budgeting cycle dates, board milestones, hiring windows	Milestones
Benchmarking: Any prior Central Office benchmarking or audits	District
Enrollment history: actual enrollment by year; school-level and district-level; grade bands	School + district
Enrollment projections: by year and (if available) by region/feeder pattern	District + region
Funding source mapping: general fund vs grants, program codes, restricted/unrestricted flags	Position
Operating budget: adopted budget by fund/function/object; central office cost centers flagged	Department/cost center
Position budget file: budgeted positions vs filled positions; budgeted salary/benefits	Position
Data dictionary / code tables for HR/finance extracts; definitions for FTE, central office boundary, cost center structure	Meta-data
Department/function definitions: list of departments, units, function codes; mapping of cost centers to functions	Department/unit
Central office position roster: position ID, job title, FTE, department/cost center, work location, supervisor position, employment status (filled/vacant), employee class (full/part-time), start date	Position + (where needed) employee-level; central office only
Compensation and benefits: base salary, supplemental pay, benefits rate or employer cost, stipend codes; pay frequency	Position/employee
District staffing ratios inputs: total district FTE, school-based FTE, central office FTE, student counts	District + category
Management layer indicators: job family/level, supervisor flag, FLSA status, bargaining unit (if any), "manager" designation	Position
Prior communications regarding budget limitations and identification of cuts	Department/unit

Point of contact list by data domain; preferred secure transfer method; file naming convention	Admin
Collective bargaining agreements affecting central office staff; MOUs; work rules relevant to reorg	Document
Position-to-bargaining unit crosswalk: which titles are represented; layoff/bumping rules triggers	Position/title
Service catalog by central office function: what services are provided to schools/departments, intake channels, hours, ownership	Function/service
Customer impact lens: which services support high-need schools/programs (ESE, ELL, Title I)	Function/service
Existing performance dashboards/KPIs for central services (HR timeliness, IT SLAs, procurement cycle time)	Metric definitions + baseline
Vendors/consultants in central functions: vendor, function supported, spend, term, scope	Contract/vendor line
Actual expenditures: Year-to-date actuals and prior year actuals by cost center/object	Department/cost center
Overtime & extra duty in central office functions	Employee/position
Vacancy & turnover: vacancy start date, time-to-fill, separations (voluntary/involuntary/retirement), internal transfers	Position/employee
School-based liaison/support roles that report to central office (e.g., area/regional support, itinerant)	Position
Role inventory / job descriptions for key central office positions	Position/title
Cycle time / SLA metrics for key services (hire processing time, PO cycle time, helpdesk resolution time)	Metric by category
Process maps / SOPs for high-volume processes (hiring, onboarding, purchasing, AP, grants, student assignment support, etc.)	Document/process
Schools served counts per support team (number of schools by type, programs supported)	Team/function
State/federal requirements that drive staffing in central functions (if documented): mandated roles, reporting	Document/summary
Case/ticket volumes (HR, IT, Finance shared services, facilities, transportation requests): counts by month, category, requester type	Transaction/case
Peer benchmark sources district already uses (reports, prior studies, state comparisons)	Document/list
Change-management considerations: communications templates, stakeholder lists, prior reorg lessons learned (if any)	Document/list
Non-personnel costs tied to functions: software licenses, subscriptions, service contracts, travel	Cost center/object
Leave balances / payout liabilities (if relevant to separation scenarios)	Aggregate preferred (by bargaining unit)
Workforce demographics (aggregated) for central office: by department, job level (race/ethnicity, gender if tracked)	Aggregated only
Baseline service quality outcomes (complaint volume, escalation counts, customer satisfaction if surveyed)	Summary
Work location/site codes: central office buildings, satellites; remote/hybrid if tracked	Position
Technology/process changes implemented recently that affect workload (system rollouts, automations)	Initiative list
Work queue/backlog snapshots (open cases, open POs, open work orders)	Transaction summary

2.7.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.8 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.8.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.8.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.8.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.8.1.4 Notify the SBBC Privacy Officer immediately upon discovery of an actual or suspected *hard copy breach of confidentiality* of employee records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.8.2.1 Notify the SBBC Director of Information Security and Assurance immediately upon discovery of an actual or suspected *electronic breach of confidentiality* of employee records, regardless of whether the VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.8.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.8.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.9 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its

authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.9.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.9.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.9.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.9.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.9.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.9.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.9.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief of Staff and Communications The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Trey Traviesa MGT Impact Solutions, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609

2.11 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.12 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are

subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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 the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.14.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.14.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.15.1 **LIABILITY AND INSURANCE.**

2.15.1.1 Workers' Compensation Insurance. The VENDOR shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The VENDOR must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the VENDOR under the Agreement and any class of employees performing the work is not protected under Workers' Compensation statutes, the VENDOR must provide, and cause each subcontractor to provide, adequate insurance satisfactory to SBBC, for the protection of employees not otherwise protected.

2.15.1.2 General Liability Insurance. The VENDOR must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Agreement

or completed operations, whether by the VENDOR or anyone directly or indirectly employed by the VENDOR. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The VENDOR is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the VENDOR and SBBC under the resulting Agreement.

2.15.1.3 Florida Authorized Insurers. All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The VENDOR shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing SBBC to be an additional insured.

2.15.1.4 Indemnification. To the extent permitted by Florida law, the VENDOR agrees to indemnify, defend, and hold SBBC, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the VENDOR, its employees, agents, subcontractors, assignees, or delegates related to the Agreement, as well as for any determination arising out of or related to the Agreement that the VENDOR or VENDOR 's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to SBBC. The Agreement does not constitute a waiver of sovereign immunity or consent by SBBC or its subdivisions to suit by third parties. Without limiting this indemnification, SBBC may provide the VENDOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at VENDOR's sole expense, and (3) assistance in defending the action at VENDOR's sole expense.

2.15.1.5 Limitation of Liability. Unless otherwise specifically enumerated in the Agreement or in the purchase order, SBBC shall not be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires the VENDOR to back-up data or records), even if SBBC has been advised that such damages are possible. SBBC shall not be liable for lost profits, lost revenue, or lost institutional operating savings. SBBC may, in addition to other remedies available to them at law or equity and upon notice to the VENDOR, retain such monies from amounts due to the VENDOR as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. SBBC may set off any liability or other obligation of the VENDOR or its affiliates to SBBC against any payments due the VENDOR under any Agreement with SBBC.

2.15.1.6 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.15.1.7 Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE**.

2.15.2.7.1 New vendors will receive an email notification requesting account verification and insurance agent information.

2.15.2.7.2 Existing vendors will receive an email notification of the current status.

2.15.1.8 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.15.1.8.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.15.1.8.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.15.1.8.3 **Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301**.

2.15.1.9 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.15.1.10 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **Nondiscrimination**.

2.16.1 As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

2.16.2 As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of VENDOR, VENDOR hereby attests under penalty of perjury that VENDOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.18 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that

it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.19 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.20 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.21 **Proprietary Information**.

2.21.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.21.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested

materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.23 **Entities of Foreign Concern**. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes, as worded or may be amended hereafter.

2.24 **Public Entity Crime Act**. VENDOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. VENDOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether VENDOR has been placed on the convicted vendor list.

2.22 **Incorporation by Reference**. **Exhibit A** attached hereto is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such

time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Termination and Default**. Pursuant to the DMS Contract Third Amendment, Attachment B (ENTERPRISE STANDARD TERMS AND CONDITIONS) SBBC reserves the right to terminate this Agreement pursuant to Sections 4.2.2 (Termination for Convenience); 4.2.3 (Termination for Cause); 4.2.4 (Termination for Non-Compliance with E-Verify); and 4.2.5 (Termination Related to Statutory Certifications); and 4.2.6 (Termination for Refusing Access to Public Records).

3.5 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.6 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.7 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.8 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.9 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.10 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.11 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.12 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.13 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.14 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.15 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such

provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.16 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.17 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

ATTEST:

Date:_____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.30 12:25:34 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

MGT Impact Solutions, LLC

Signature: 

Corporate Secretary Signature

Print Name: A. Trey Traviesa

Title: CEO

-OR-

Date: 3/30/2026

Mary Hillebrand
Witness Signature

Mary Hillebrand
Print Name

Ashley Peacock
Witness Signature

Ashley Peacock
Print Name

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State Term Contract 84111600-20-1
For
Financial and Performance Audits

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **MGT of America Consulting, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

a) Special Contract Conditions, Contract Attachment B
b) Contractor's submitted Cost Proposal, Contract Attachment A
c) Customer Contract or Purchase Order(s)
d) Contractor's submitted Technical Proposal, Contract Attachment C
e) Authorized Services List, Contract Attachment D
f) Contractor Information Form, Contract Attachment E
g) No Offshoring, Contract Attachment F
h) Subcontracting, Contract Attachment G

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IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Providing executive-level consultation services to the Customer
   - Providing senior-level interface with the Customer and managing daily operations
   - Ensuring the timely performance and completion of all obligations under the PO

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- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. Senior Consultant: A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. Consultant: A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

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- Training Customer personnel through formal classroom courses, workshops. or seminars

4. Junior Consultant: A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. Program and Administrative Support: The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.
The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.
The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

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statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
  - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
  - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
  - Assess business practices.
  - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
  - Assess duplication of effort by employees and identify work that serves little or no purpose.
  - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
  - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
  - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
  - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
  - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
  - Determine the extent to which a program achieves a desired level of program results.
  - Assess the effectiveness of the program and/or individual program components.
  - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
  - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

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- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terns of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.
Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

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competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.
Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.
The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

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- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.
The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.
The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.
All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.
The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.
The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"

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subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.
The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.
The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.
The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.
Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

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- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.
The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.
Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:
Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

MGT OF AMERICA CONSULTING, LLC	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: 877A29B9286C40B...	DocuSigned by: Tami Fillyaw 991459A211104A3...
A. Trey Traviesa	**Tami Fillyaw**
Chairman and CEO	**Chief of Staff**
2/20/2021 | 3:01 PM PST	2/22/2021 | 9:38 AM EST
Date:	**Date:**

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Contract Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	MGT OF AMERICA CONSULTING, LLC

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. **The Respondent is not required to respond to both Service Categories.** However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. **The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.** The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts may include cents (e.g. $0.05), but cannot include fractions of cents (e.g. $0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

[redacted]

Service Category 2: Financial and Performance Audits		
JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant	$275.00	$285.00
Senior Consultant	$225.00	$235.00
Consultant	$185.00	$195.00
Junior Consultant	$145.00	$150.00
Program and Administrative Support	$65.00	$70.00

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Contract Attachment B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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RFP NO: 06-80101500-J

MANAGEMENT CONSULTING SERVICES AND FINANCIAL AND PERFORMANCE AUDITS

JUNE 9, 2020

SUBMITTED BY:

BRET SCHLYER
VICE PRESIDENT

4320 WEST KENNEDY BOULEVARD
SUITE 200
TAMPA, FLORIDA 33609

316.214.3163
BSchlyer@mgtconsulting.com

TECHNICAL PROPOSAL – SERVICE CATEGORY 2: FINANCIAL AND PERFORMANCE AUDITS

THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

EXHIBIT A

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I. EXPERIENCE

MGT Consulting Group (MGT) is pleased to present this response to the Florida Department of Management Services Request for Proposal No. 06-80101500-J to provide financial and performance audit services.

MGT was originally chartered in 1974 in Tallahassee, Florida, and has been in business continuously since that time. Today, we have offices in eleven other states, but our corporate headquarters remains in Florida.



NATIONAL FIRM | LOCAL FOCUS

Throughout our more than **45 years of operation**, we worked in all fifty states and several foreign countries. This vast area of experience ensures we bring the State of Florida **unparalleled expertise** and a working knowledge of **best practices and industry trends**.

HISTORY OF WORK WITH THE STATE OF FLORIDA

Our body of work with state agencies in Florida began with the Florida Department of Education in 1975 and includes several early contracts with the **Florida Department of Management Services (DMS**) including:

- Comprehensive Salary Survey and Benchmarking of Select Positions | 11/30/1998
- Financial Analysis of responses to the State of Florida's Radio/Communication Invitation to Negotiate | 2/28/1999
- Statewide Human Resources Strategic Plan | 10/7/1999
- Comprehensive Salary Survey for Career Service and Selected Exempt Service and Senior Management Service (SES/SMS) positions | 10/30/1999
- Financial Analysis of Law Enforcement Radio Communications | 3/31/2000
- Geographic Assessment of Labor Market | 11/1/2000
- Project Management Assistance for Automated Personnel System Implementation | 12/1/2000
- Florida Department of Management Services Fleet JAD Session Support | 6/30/2002
- Correctional Facility Privatization Analysis | 6/15/2006
- MyFlorida Network Deployment | 6/30/2008

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Since that time, we have been selected to serve on several state term contracts for **DMS**, and worked with almost every state agency, as well as hundreds of local government clients and school districts.

Many of MGT's clients are repeat customers and this includes several Florida state agencies. Below we present a historical snapshot of this work. We have noted the number of projects delivered for each agency parenthetically.

- Florida Department of Education **(44 Projects)**
- Florida Department of Health and Rehabilitative Services **(25 Projects)**
- Florida Department of Insurance **(5 Projects)**
- Florida Department of Highway Safety and Motor Vehicles **(4 Projects)**
- Florida Department of Community Affairs
- Florida Department of Transportation **(41 Projects)**
- Florida Department of Natural Resources **(2 Projects)**
- Florida Department of Corrections **(6 Projects)**
- Florida Department of Labor and Employment Security
- Florida Department of Revenue
- Florida Department of Commerce
- Florida Department of Law Enforcement **(8 Projects)**
- Florida Department of General Services
- Florida Department of Environmental Protection **(3 Projects)**
- Florida Department of Children & Families **(14 Projects)**
- Florida Department of Management Services **(13 Projects)**
- Florida Department of Insurance **(4 Projects)**
- Florida Department of Juvenile Justice **(6 Projects)**
- Florida Department of State **(2 Projects)**
- Florida Department of Veterans' Affairs
- Florida Department of Financial Services **(2 Projects)**
- Florida Department of Law Enforcement **(2 Projects)**
- Florida Department of Elder Affairs
- Florida Department of Economic Opportunity **(3 Projects)**

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LINES OF BUSINESS

MGT MAJOR CONSULTING LINES OF BUSINESS

Government Consulting
Everything from an organizational analysis to a jail privatization study to a strategic plan to move an organization from reactive mode to proactive mode.

Diversity and Inclusion
Disparity research and diversity studies to provide an organization or community with a more equitable and inclusive environment.

Education Solutions
From student outcomes and performance, to operational effectiveness, our solutions have impacted more than 50 million students across the globe.

Financial Solutions
Our nationally-recognized experts help clients weather fluctuating market conditions and rising demands on their budgets using a variety of proven solutions.

Human Capital
Specializing in classification and compensation studies, this practice helps public agencies retain and attract the right talent.

Cyber Security and Technology
We help IT and Cyber leaders navigate and manage cyber threats through a Cyber Security Office program that provides an "a la carte" menu for customization.

Within our business practices, our staff and services overlap and intermingle. This cross training and experience enable our consultants to bring a unique "big picture" perspective to each project they undertake. Our service lines include but are not limited to the following:

- Business process reengineering
- Classification and compensation studies
- Communications and marketing consulting
- Costing services
- Disparity studies
- **Economy and Efficiency Audits**
- Facilities planning and analysis
- Fiscal impact analysis
- Funding studies and models
- Geographic Information Systems
- Human resource studies
- Information technology consulting
- **Internal Controls Development and Audits**
- Market and opinion research
- Operations/management reviews
- Performance audits
- Policy research
- Professional development
- **Program evaluation and audits**
- Strategic planning

RELEVANT EXPERIENCE

MGT is proposing on three of the five service categories in Category Two: Financial and Performance Audits. Below, we provide summaries of relevant project experience, each directly relevant to **one or more** of the requested services including but not limited to:

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Internal Controls Audits

- *Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.*
- *Audit financial reporting and safeguarding of assets including the use of computer-based systems.*

Economy and Efficiency Audits

- *Assess business practices.*
- *Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.*
- *Assess duplication of effort by employees and identify work that serves little or no purpose.*
- *Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.*
- *Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.*
- *Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.*
- *Evaluate reported measures of economy and efficiency.*

Program Results and Program Fraud Audits

- *Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.*
- *Determine the extent to which a program achieves a desired level of program results.*
- *Assess the effectiveness of the program and/or individual program components.*
- *Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.*
- *-Assess compliance with laws and regulations applicable to the program.*

The chart on the following page is an index of twelve detailed projects we present here to demonstrate our experience to provide these services, and indicate which services comprised each project. Immediately following this table are detailed project descriptions for those projects.

After the detailed project description, we have provided lists of several different practice project lists to demonstrate the depth and breadth of our experience.

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Project Title | Client	Internal Controls Audits	Economy and Efficiency Audits	Program Results and Program Fraud Audits
Florida Office of Program Policy Analysis and Government Accountability (OPPAGA) | Six Performance Audits	✓	✓	✓
Florida Office Of Program Policy Analysis and Government Accountability (OPPAGA) | Statewide Clerk of Courts Efficiency Assessment	✓	✓	✓
Maui County Performance Audit | Review of Council Expenditures Salaries, Increases & Use of Overtime/Bonuses	✓	✓	✓
Organizational Efficiency Assessment of Division of Facilities Management | State of Colorado Department of Human Services	✓	✓	✓
Development Services Organizational Assessment | Hillsborough County	✓	✓	✓
25 School Efficiency Reviews | Virginia Department of Budget and Planning	✓	✓	✓
Agency-wide Operational Analysis (Two Projects) | Florida Department of Corrections	✓	✓	✓
Efficiency Review | Virginia Department of Corrections	✓	✓	✓
Consolidation Study of Administrative Functions | New Hampshire Department of Administrative Services	✓	✓	✓
Performance Audit of The Department of Transportation | South Carolina Legislative Audit Council	✓	✓	✓
Performance Review | North Carolina General Assembly	✓	✓	✓
Commonwealth of Virginia | Disparity Study,	✓		✓
City of New York (NY) | M/WBE Disparity Study	✓		✓
Tallahassee Consortium (FL) | M/W/SBE Disparity Study	✓		✓

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FLORIDA OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY (OPPAGA) | PERFORMANCE AUDITS

The Florida Legislature's Office of Program Policy Analysis and Government Accountability (OPPAGA) contracted with MGT Consulting Group to conduct performance audits of four Florida counties and two county school districts in accordance with generally accepted government auditing standards (GAGAS). The performance audits were a statutory requirement in support of the respective entities' resolutions to pursue local option surtaxes via public referenda. The audits focused on the program areas related to the intended use of the funds. The scope of each audit spanned six research tasks, encompassing perspectives on related programs including (1) economy, efficiency, or effectiveness; (2) the structure or design to accomplish goals and objectives; (3) alternative methods of providing services or products; (4) goals, objectives, and performance measures used to monitor and report; (5) the accuracy or adequacy of public documents, reports, and requests; and (6) compliance of the related programs with appropriate policies, rules, and laws. Findings of the audits included observations of both positive and adverse conditions, with recommendations for improvement where any deficiencies were observed. The final reports were published to agency websites 60 days in advance of each respective ballot to provide transparency regarding stewardship of public funds to inform voters' decisions to authorize the additional levies.

Broward County: Planning, development, operation, and maintenance of roads and bridges, bus systems, fixed guideway rapid transit systems, and on-demand transportation services; as well as the County's payment of principal and interest on bonds issued for authorized transportation and transit projects.

Collier County: Construction, repair, or maintenance of roads, bridges, signals, sidewalks, parks, as well as evacuation shelters, governmental, mental health, and emergency services facilities; and the acquisition of land and construction support for workforce housing and career and technical training, veterans' nursing home(s), and expanded mental health facilities.

Okaloosa County: Law enforcement and public safety facilities and vital equipment; the reduction of traffic congestion; construction and repairing of roads and bridges; flood control and water quality improvements; the construction of other public facility improvements; and debt service functions.

St. Lucie County: Financing, construction, reconstruction, maintenance, repair, and improvement of public infrastructure projects such as roadway expansion and major resurfacing, reduced traffic congestion, new and improved sidewalks near schools, local flood control, and improved water quality.

Alachua County School District: Safety and security improvements; repair, renovation, and remodeling of board-owned schools, including modernization of classrooms, science labs, and other spaces; technology; elimination of portable classrooms; new construction; land acquisition and improvement; and other school facilities projects.

Washington County School District: Improvements and construction of school capital outlay projects, including construction additions, renovations, and replacements of school facilities, and educational technology.

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FLORIDA OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY (OPPAGA) | STATEWIDE CLERK OF COURTS EFFICIENCY ASSESSMENT

In August 2019, MGT was hired by the Florida Legislature to conduct an independent efficiency evaluation of the State's Clerks of Court Offices to determine the effectiveness of the Clerks' court-related functions and performance in terms of internal operations and customer service. Specifically, MGT evaluated 14 major functions that are identified as court-related duties by the Florida Court Clerks and Comptrollers Association (FCCC). MGT's role in this engagement was to observe and analyze current circumstances and operations, highlight where best practices occur, and make recommendations to realize efficiencies. A key component of the study was to conduct site visits to 15 randomly selected Clerks offices throughout Florida (Florida has 67 counties, each with an elected Clerk of Court). With a focus on the people, processes, and technology that impact performance in Clerks' offices, MGT delivered a comprehensive report on-time in November 2019 that summarized observations and offered 26 recommendations for increased efficiency.

Within a few days of the start of the engagement, MGT assembled a team of more than 20 consultants representing a broad range of professional disciplines (including human capital, financial solutions, technology, and higher education) to gain an understanding of court-related processes during the site visits. In addition to meeting with the leadership in each Clerk's office, MGT conducted staff-level interviews and gathered more than 150 data points on the amount of time taken to complete tasks. This was accomplished both through direct observation of tasks performed and discussions with deputy clerks who perform the functions. Site visits ranged from one to three days depending on the size of the county visited. MGT also captured insights on resource and time allocation through a statewide survey of the remaining 52 Clerks of Court. Multiple interviews were conducted with related stakeholders including the FCCC, the Florida Clerks of Court Operations Corporation, the Florida Office of the State Courts Administrator, the National Center for State Courts, and Florida circuit court judges. MGT also conducted a review of existing national research and best practices for the study.

The study was delivered on-time and on-budget to the Legislature, exemplifying the firm's ability to rapidly deploy a team of experienced consultants and gather data and insights across Florida. The result was an in-depth study covering a broad base of technical topics and business processes. The study offers the Florida Legislature an independent perspective on the current state of efficiency in the Clerks offices and a path forward to improve. The study also serves as a resource to the Clerks of Court and a catalyst for change in their business processes and resource allocation.

ORGANIZATIONAL EFFICIENCY ASSESSMENT OF DIVISION OF FACILITIES MANAGEMENT | STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

MGT was selected by the Colorado Department of Human Services to conduct an assessment of the Division of Facilities Management, a support organization within the Department responsible for providing statewide planning and technical, facilities, and fleet management services to the Department including more than 1,500 acres of land and 343 buildings. MGT is reviewing the Division services, functions, budget, and organizational services and identifying comparable entity and industry benchmarks to recommend Division- and district-level performance metrics as well as organizational and operational modifications. Recommendations may include changes to services, classifications, budget allocation, and organizational structure. Project work began in 2019 and is expected to be completed by August 2020.

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DEVELOPMENT SERVICES ORGANIZATIONAL ASSESSMENT | HILLSBOROUGH COUNTY

Our project team performed an organizational assessment for Development Services within a county of 1.4 million people that is adding 50,000 new residents annually. Rapid population growth and economic recovery had challenged the ability of this department to keep up with demand. The County asked for help in scaling to the challenge, so that the services would be of good quality and fiscally sustainable. The review covered additional departments (Public Works services, Public Utilities, Planning Commission, and a few others). Our consultants provided the following services:

- Determine cost of land development permits originating in Development Services that are also processed in departments of Public Works and Public Utilities. Determine staffing efforts for 200+ activities.
- Assess processes to look for opportunities to streamline, looking at workflows, work rules, technologies used, stakeholder opinions, comparisons to other jurisdictions, and management team needs.
- Determine cost of permits originating in Planning Commission that are also reviewed in 12 other offices.
- Assess efforts to coordinate review and avoid duplication in land development permit reviews

25 SCHOOL DIVISION (DISTRICT) EFFICIENCY REVIEWS | VIRGINIA DEPARTMENT OF BUDGET AND PLANNING

- Alexandria City Public Schools
- Bath County Public Schools
- Botetourt County Public Schools
- Campbell County Public Schools
- Charlottesville Public Schools
- Chesterfield County Public Schools
- Clarke County Public Schools
- Culpeper County Public Schools
- Dinwiddie County Public Schools
- Franklin County Public Schools
- Hampton Public Schools
- Isle of Wight County Schools
- Lancaster County Public Schools
- Loudoun County Public Schools
- Louisa County Public Schools
- Montgomery County Public Schools
- Norfolk Public Schools
- Petersburg City Public Schools
- Prince William County Public Schools
- Rappahannock County Public Schools
- Roanoke County Public Schools
- Smyth County Public Schools
- Williamsburg-James City County Public Schools
- Winchester Public Schools
- York County Public Schools

MGT Consulting Group has conducted efficiency reviews of 25 different school divisions (districts) in Virginia. The efficiency reviews examined the following areas: division administration, human resources, financial management, purchasing, facilities use and management, transportation, costs of educational service delivery and special education, technology management, and food services.

To demonstrate our experience designing sound recommendations for improvements and effective implementation plans, we provide the following chart outlining saving results from the school reviews cited above. In many school divisions, the implementation of our comprehensive management, organization, and efficiency review recommendations has saved millions of dollars. In the 25 Virginia efficiency reviews conducted by MGT, more than 90 percent of our recommendations were adopted, achieving a school division average savings of more than $1 million annually.

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DIVISION	IMPLEMENTATION RATE	ANNUAL SAVINGS	DIVISION	IMPLEMENTATION RATE	ANNUAL SAVINGS
Alexandria City	88.73%	($568,568)	**Loudoun County**	86.67%	$436,178
Bath County	80.52%	46,923	**Louisa County**	90.67%	$764,433
Campbell County	91.03%	$389,079	**Montgomery County**	87.06%	$738,922
Charlottesville City	90.32%	$3,406,331	**Norfolk City**	92.31%	$2,555,680
Chesterfield County	92.21%	$4,565,408	**Petersburg City**	98.90%	$3,999,757
Clarke County	98.92%	$42,961	**Prince William County**	84.62%	$262,877
Culpeper County	90.43%	$364,081	**Rappahannock County**	90.67%	($53,325)
Dinwiddie County	91.82%	$1,604,706	**Roanoke City**	81.25%	$1,871,044
Franklin County	81.48%	($61,142)	**Smyth County**	95.40%	$45,026
Hampton City	91.92%	$8,683,089	**Williamsburg-James City**	88.89%	($195,890)
Isle of Wight	93.68%	($437,184)	**Winchester City**	90.91%	$134,103
Lancaster County	94.44%	$18,928	**York County**	92.68%	$323,728
AVERAGE RECOMMENDATION IMPLEMENTATION RATE					***90.72%***
AVERAGE SCHOOL DIVISION ANNUAL SAVINGS					***$1,202,130***
TOTAL ANNUAL SAVINGS (24 DIVISIONS prior to our Botetourt Review)					***$28,851,123***

Source: Virginia Department of Planning and Budget website, March 2014.

EXHIBIT A

FLORIDA DEPARTMENT OF CORRECTIONS | MULTIPLE PROJECTS

- MGT contracted with the Florida Department of Corrections to provide an agency-wide operational analysis with recommendations for retooling specific areas that might not have been operating effectively, efficiently, in compliance with procedures or within the bounds of the law. Areas reviewed included the Inspector General's Office, contracting processes, personnel issues, security and institutions, and community corrections.
- Five years after our original operational analysis, MGT conducted an operational performance review of selected areas within the department to assist the agency in improving its operational performance in a more efficient and economic manner. Services included a review of staffing and organizational structure of the Central Office, the regional offices, and associated administrative functions; a review of the population management and capacity function of the department and identifying strengths/weaknesses and appropriateness of current strategies and approaches including classification and housing practice; a review of the health care delivery system; a comprehensive review of all contracts to which the department is a party; and providing a full evaluation, compliance review, and analysis of the Florida Statutes, Florida Administrative Codes, and Procurement Policies and Procedures. This review included an operational, programmatic, and capacity assessment of 19 selected facilities that were representative of the department.
- MGT contracted with the Florida Department of Corrections in January 2009 to provide inmate healthcare medical claims auditing services for four years and to audit claims

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processes as far back as five years prior. MGT also provided collection services for improper claims and cost containment consulting services.

VIRGINIA DEPARTMENT OF CORRECTIONS | EFFICIENCY REVIEW

MGT conducted a complete efficiency analysis of the Virginia Department of Corrections including facilities, program, and community operations to assist in attaining optimal efficiency of these aspects of the agency. The focus of the assessment was on the department's overall organizational structure, medical and health care delivery systems, institutional operations, community diversion and detention centers, re-entry programs and services, and administrative functions. A major objective of the performance review was to identify any systemic deficiencies in the operations of institutional and community programs and facilities and to identify efficiencies that would improve effectiveness and reduce costs.

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES | CONSOLIDATION STUDY OF ADMINISTRATIVE FUNCTIONS

MGT performed a consolidation study of administrative functions for the State of New Hampshire. The first function reviewed was the accounts payable cycle. MGT conducted an in-depth analysis of processes and users affected to determine an appropriate approach for consolidating the function across state government. MGT also developed an implementation plan and assisted with executing the plan and monitoring its progress.

SOUTH CAROLINA LEGISLATIVE AUDIT COUNCIL | PERFORMANCE AUDIT OF THE DEPARTMENT OF TRANSPORTATION

The South Carolina Legislative Audit Council retained MGT to conduct a comprehensive performance audit of the South Carolina Department of Transportation (SCDOT). The audit was conducted in accordance with Generally Accepted Government Auditing Standards. The audit included a follow-up to a 2006 audit report of the department, as well as the department's implementation of changes from recent state legislation. The audit scope included construction and maintenance planning and activities and project planning, selection, and prioritization including how the department planned to use federal stimulus funds received. The audit included the department's finance and administrative activities and oversight of mass-transit providers.

NORTH CAROLINA GENERAL ASSEMBLY | PERFORMANCE REVIEW

MGT was hired by the North Carolina General Assembly to conduct a study and provide direction to the General Assembly in implementing the recommendations contained in the North Carolina State Auditor's report, *Internal Auditing in State Agencies and Institutions*. In conducting this study, MGT conducted research about industry best practices, interviewed staff in professional organizations, non-state agencies, and state departments, and reviewed fiscal and staff classification data, among other tasks. Ultimately, MGT developed an Internal Audit Program, with specific recommendations and action steps for the state to implement. This Program consisted of a risk assessment tool to enable internal auditors to identify high-risk programs or units, an audit planning methodology, identification of audit standards, job classifications and descriptions for an internal auditor career path, and identification of performance measures related to the internal audit function. MGT presented the final report to the General Assembly's Government Performance Audit Committee for its adoption.

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MGT'S DISPARITY, DIVERSITY, AND INCLUSION WORK

MGT has **30 years of experience** performing disparity studies that include a comprehensive review of the contracting/procurement ***programs, results, and program fraud audits***, and included the following elements:

- Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
- Determine the extent to which a program achieves a desired level of program results.
- Assess the effectiveness of the program and/or individual program components.
- Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
- Assess compliance with laws and regulations applicable to the program.

MGT completed our first disparity study in 1990 and since that time, we have gone on to successfully complete more than **220 disparity and disparity-related (M/WBE program implementation, litigation, etc.) studies for public sector clients across the country**. MGT has a proven track record of conducting legally defensible disparity studies that have played a vital role in assessing and documenting marketplace discrimination, if any, on a national scale.

MGT's experience with the collection, management, and analysis of large, complex sets of quantitative and qualitative data pertaining to race, disability, and gender issues is unmatched in comparison to other firms. This experience has positioned MGT to conduct studies which are responsive to client needs. We have a team of disparity study experts well-versed in all areas critical to conducting disparity studies including data collection and preparation, statistical analysis, disparity analysis, availability analysis, policy analysis, anecdotal analysis, econometric analysis, legal analysis, M/WBE program development and operations, and other areas important to the conduct of an accurate, reliable, valid, and legally defensible study.

Because MGT also is a full service management consulting and research firm, we bring a certain breadth and depth of experience providing consulting and research services for local governments and government-related entities that you will not find among our competitors that only conduct disparity studies. Our ability to conduct high quality disparity studies is significantly enhanced by our experience and understanding of local government operations, processes, and systems across different departments and functions.

Below we provide several project profiles of our most recent relevant work in this area.

COMMONWEALTH OF VIRGINIA | DISPARITY STUDY, PHASE I & II

- MGT conducted a three-month study to examine the use of M/WBEs and non-M/WBEs by agencies and institutions of the Commonwealth to determine if there was a compelling interest to establish a narrowly tailored M/WBE program. Phase I consisted of analyzing procurement trends and practices between 2005 and 2009. The results presented statistical disparities in M/WBE utilization and private sector marketplace, discrimination in business formation, and revenue earned from self-employment.

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- In Phase II of the study MGT collected anecdotal evidence, such as community outreach, business owner interviews, focus groups, public hearings, and survey of business owners to determine whether the underutilization of M/WBEs found in Phase I was a result of nonbiased bidding and purchasing procedures or from discriminatory practices. The evidence obtained and analyzed in Phase I and Phase II provided support for the establishment of a moderate program to promote M/WBE utilization.
- DISPARITY STUDY | April 2003 - December 2003 - MGT conducted a disparity study for the Commonwealth to determine if, and to what extent, disparity existed between the utilization and availability of M/WBEs between 1998 and 2002. The study results provided evidence of low utilization of minority firms relative to conservative availability estimates, and relative to the minority firm utilization by other states and public agencies. Disparities were found when controlling for certain factors and disparities were found in the utilization of minority firms in the private sector commercial construction. This evidence provided support for the establishment of a moderate M/WBE program.

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES | DBE STUDY – AVAILABILITY AND DISPARITY

- MGT was retained by the Alaska Department of Transportation and Public Facilities to conduct a Disadvantaged Business Enterprise availability and disparity study. The Ninth Circuit in "Western States Paving" established a two-prong test: 1) the agency must establish the presence of discrimination in its own transportation industry, and 2) the affirmative action program must be "limited to those groups that actually suffered discrimination." The study analyzed the procurement trends and practices for the State as a whole, as well as by regions, by transportation mode for Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and Federal Transit Administration (FTA) between October 2006 and September 2011. The study evaluated the impact of race- and gender-neutral remedial efforts and provided recommendations for future program development including proposed DBE goals by transportation mode.
- DBE STUDY – AVAILABILITY AND DISPARITY | December 2019 - December 2020 (current project) MGT is completing a DBE Availability and Disparity Study for the Alaska DOT&PF, within the legal framework as established by 49 CFR Part 26 and court rulings, to determine the absence or presence of discrimination in federal aid contracting in Alaska, and how that relates to implementing an affirmative action program in public contracting. MGT will 1) Determine the extent to which DBEs participate in the procurement of USDOT federally assisted highway/airports/transit contracts; 2) Determine if DBE participation is representative of the availability of DBEs who are ready, willing, and able to participate in federally assisted USDOT contracts; 3) Calculate the percentage of ready, willing, and able DBE firms by each of the presumed groups as defined in 49 CFR Part 26 to be presumed disadvantaged; 4) Determine whether discrimination exists and, if found, identify by DOT modal group and individually the race, ethnicity, and gender of affected individuals as identified; 5) Identify presumed disadvantaged groups who are over or underutilized for federally assisted USDOT contracts based on their availability; 6) Quantify the magnitude of differences between DBE availability (based on capacity) and DBE participation on federally assisted USDOT contracts; and 7) Provide a complete review of the DOT&PF DBE program and sub-recipients to assist in administering the program and the establishment of a statewide (or local recipient) overall DBE goal.

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CITY OF NEW YORK (NY) | M/WBE DISPARITY STUDY | DECEMBER 2015 - MAY 2018

The New York City disparity study was one of the largest disparity studies that has ever been conducted. A variety of community engagement activities were conducted in all five boroughs and included extensive use of social media and traditional media. The objective of the study was to conduct a disparity analysis of the utilization of M/WBEs in New York City contracting as compared to the availability of M/WBEs in the relevant market. The study included the following components: a legal framework review; policy and procedures review; data evaluation and collection; market area, utilization, and disparity analyses; anecdotal information gathering and analysis; private sector analysis; a telephone survey; regression analysis; recommendations; and a draft and final report.

TALLAHASSEE CONSORTIUM (FL) | M/W/SBE DISPARITY STUDY | JUNE 2017 - JUNE 2019

MGT conducted a comprehensive disparity study for the City of Tallahassee, Leon County, and Blueprint Intergovernmental Agency (Tallahassee Consortium). The study included the following components: legal analysis, policy, procedure and programs review, market area, utilization, availability and disparity analysis, anecdotal information gathering, private sector analysis, recommendations, and draft and final reports.

ADDITIONAL EFFICIENCY REVIEW AND PERFORMANCE AUDIT PROJECTS FOR YOUR CONSIDERATION

- Developing Efficiency and Effectiveness Measures for all State Agencies | SC State Reorganization Commission
- Efficiency Study | Austin Independent School District, TX
- Efficiency Study of the FL Forestry Association | FL Forestry Association
- Efficiency Review Studies | Bay Pines Veterans Administration Hospital, FL
- Efficiency Review of the Veterans Administration Medical Center Fee Service Unit | Veterans Administration Medical Center, Houston, TX
- Efficiency Study of Psychiatric Hospitals | NC State Psychiatric Hospitals
- Efficiency and Effectiveness Review of Sarasota Co. Schools | Gulf Coast Community Foundation of Venice
- Efficiency Review of Administrative Business Operations | Spokane Intercollegiate Research and Technology Institute
- Efficiency and Effectiveness Study of Education Office | State of Utah
- Fleet Efficiency Study | City of North Miami Beach, FL
- Management and Efficiency Review | MI Department of Education
- Community College Efficiency Analysis | VA Community College System
- Administrative Office Efficiency Assessment | Illinois Department of Corrections
- Performance/Efficiency Audit | NC State Health Plan for Teachers and State Employees
- Legislative Compliance and Efficiency Review | Wyoming Department of Education
- Efficiency Audit of the West VA Primary and Secondary Education System | West VA Office of the Governor
- Efficiency Study | Polk Co. Efficiency Commission
- Management Performance Audit of a Large State Department of Human Services | OK State Auditor and Inspector
- Performance and Organizational Review | NJ Department of the Treasury
- Development of Performance Measures for the (CA) Public Employees' Retirement System | CA Public Employees' Retirement System
- Evaluation of the Department of Education's Staff Performance Review Processes | CA Department of Education

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Job-Based Performance Evaluation Program Development and Training | CA Student Aid Commission

Performance Audit | Hillsborough Board of Co. Commissioners, FL

Performance Review | Harris Co. Department of Education, TX

Management and Performance Review | Jefferson Co., TX

Institutional Performance Review and Revenue Enhancement Study | Valdosta State University

Assessment of Performance Funding Model for KY Council on Higher Education | KY Council on Postsecondary Education

Performance Evaluation of Pilot Programs of Students with Disabilities | TX Education Agency

Performance Audit and Feasibility Study | MD Department of Education

Performance Audit of Health Care Services in Maine's Correctional System | Office of Program Evaluation and Government Accountability

Performance Review of New Mexico State Agencies - Phase 2 | State of New Mexico (sub to Public Works)

Performance Audit of the Division of Motor Vehicles | Joint Legislative Commission, NC

Performance Review | TX Department of Protective and Regulatory Services

Performance Funding Study | SC Commission on Higher Education

Management and Performance Review | Polk Co., FL

Performance Review | The Commissioners Court of Bexar Co., TX

Performance Audit | NC Department of Transportation

Legislature Performance Review | CA Legislature

Development of a Performance-Based Funding Model | FL Department of Children & Families

Performance Review | NC Board of Co. Commissioners

Strategic Planning and Performance Measurement | CA Department of Transportation

Strategic Planning and Performance Measurement | CA Office of Traffic Safety

Performance Audit of Alcohol and Drug Abuse Prevention Programs | Office of the CO State Auditor

Performance Review of Van Pool Program | Capital Metropolitan Transportation Authority, Austin, TX

Performance Audit | GA Department of Human Services

Comprehensive Performance Audit | Metropolitan Government of Nashville and Davidson Co., TN

Funding Formula and Performance Funding | Pennsylvania State System of Higher Education

Nursing Position Performance Standards | FL Department of Health

Position Descriptions and Performance Standards | FL Department of Health

Academic and Financial Performance Evaluation | Minnesota Department of Children, Families and Learning

Performance Audit | FL Department of Health and Rehabilitative Services

Classification Description and Performance Evaluation | Citizen's Property Insurance Corporation, FL

Performance Review of State Agencies | State of New Mexico

Performance Audit for Project Zero Tolerance | Louisiana Office of Youth Development

Performance Review of Department of Education | New Mexico Department of Education

Classification and Performance Evaluation Review | FL State Board of Administration

Management and Performance Review of TX A&M University | TX Legislative Budget Board

Develop Performance Goals for the State of CA Lease-Purchase Program | CA Department of General Services

Contract Cost and Performance/Policy Management Auditing Services | Miami-Dade Expressway Authority, FL

Performance-Based Management | CA Department of Alcoholic Beverage Control

Performance Study of School Administrative Operations and Expenditures | Pennsylvania Legislative Budget and Finance Committee

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Strategic Planning and Performance Measures | CA Department of Motor Vehicles

Performance Audit of WA's Educational Service Districts | WA State Auditor's Office

Performance Review | NC General Assembly

Performance Audit | WA State Auditor's Office

Performance Audit of Department of Corrections | Legislative Service Bureau (LSB) of the OK Legislature

Establish a Performance-Based Program | CA Department of Transportation

Performance Audit Maui Economic Concerns | Co. of Maui, HI

Performance of an Expert Professional Disparity Study | The Port Authority of New York and New Jersey

Performance Audit of SCDOT | State of SC Legislative Audit Council

Performance/Efficiency Audit | NC State Health Plan for Teachers and State Employees

Data Analysis and Performance Audit of CA Employment Development Departments Unemployment Insurance Program | CA State Auditor - Sacramento, CA

Partnerships for the Division of Strategic Business Development | FL Department of Economic Opportunity

Developing Performance Measures for Division of Strategic Business Development | FL Department of Economic Opportunity

Developing Performance Measures for the Division of Strategic Business Development, Office of Film and Entertainment | FL Department of Economic Opportunity

2. PROPOSED SOLUTIONS

THE MGT CONSULTING ADVANTAGE



MGT offers an **impartial perspective** of the outcomes and findings. As an independent entity, our only vested interest is that of our clients. We apply our extensive experience to generating objective, practical solutions to advance our clients' strategic priorities.



MGT understands that lasting and meaningful changes require **innovative and bold thinking**. We do not shy away from questioning everything from organizational structures and work processes to the very statutes and ordinances that create and guide the work of an agency or institution. MGT is committed to offering useful recommendations that achieve real results and is ever mindful of the practical and political realities a state agency may face.

Our staff operates as a core team across all projects and our analysts are fully versed in and proficient with our methodologies. This offers clients a unique level of efficiency. A significant portion of MGT's work is repeat business, reflecting a high level of customer satisfaction and our team's ability to do the job and do it right.



MGT provides solutions which are specifically tailored to meet the needs of our clients. MGT has an impressive history of providing **customized solutions**, objective research, creative recommendations, and quality products that respond to each client's unique needs and time requirements.

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WORK PLAN

The general work plan components and related performance indicators delineated below are meant as a starting point for determining where key study and assessment efforts are needed/desired. MGT has created and utilized these guidelines successfully over a variety of client engagements. We propose to review the material provided below with each agency's assigned Project Officer and tailor our approach to best achieve desired outcomes.

While MGT is proposing on a wide range of services for any number of state agency clients, our approach to each project will have fundamental similarities in the tasks and activities of each work plan. The tasks and the order in which they are performed will be customized for each client to meet their unique needs, mission, goals, and schedule for each engagement.

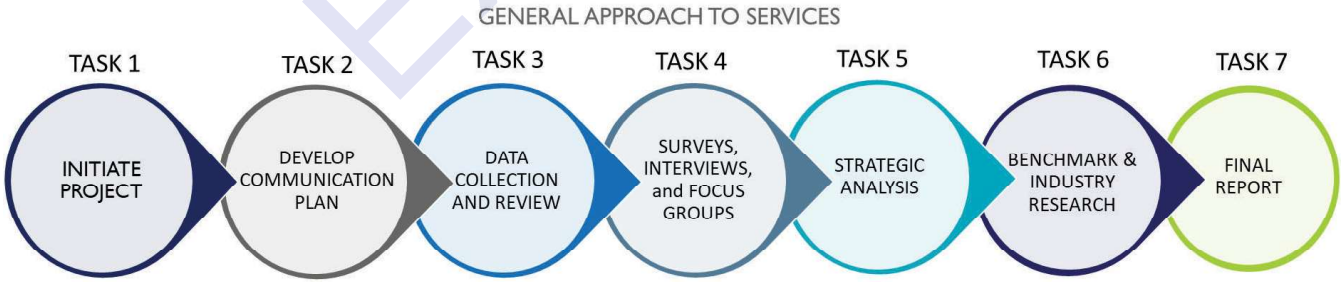
We place great importance on our work plan because it is the "living" document through which:

- We will reach mutual agreement with the agency and their assigned Project Officer as to exactly what will be done, how and when it will be done, and what will be produced.
- We will make project assignments to our project team members.
- We work with each client's assigned Project Officer to monitor project progress to ensure the timely completion of all project activities.

Every agency project contracted with MGT will have a work plan with Tasks and Activities defined and detailed as shown below. What follows is a work plan that would be provided to the client in MGT's response to a prospective client through this state term contract. This sample work plan would be provided for a management review. It includes the following services from the RFP.

- Internal Controls Audits
- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

A general work plan that addresses each of these three services includes the following Tasks.



Each project proposed on will have all tasks and activities outlined in detail. Below we provide three sample tasks that will appear in our typical proposed work plan.

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SAMPLE DETAIL OF TASK AND ACTIVITES

TASK 1.0: PROJECT INITIATION

ACTIVITIES AND OBJECTIVES

1.1 Conduct an initial project kick-off conference call or meeting to obtain input from the agency's Project Officer on project scope, work plan, deliverables, and time schedule for research and onsite visits.

1.2 Establish a mutually agreed upon format, details, and sections for the final report/deliverables.

1.3 Engage office leadership to schedule onsite meetings and coordinate MGT consultant schedule.

1.4 Determine appropriate cadence and schedule for project status updates.

DELIVERABLES

- Virtual project kick-off conference call.
- Revised work plan and timelines.
- Tentative outline of the final report.
- Schedule for virtual status updates.

TASK 2.0: COMMUNICATION PLAN

ACTIVITIES AND OBJECTIVES

2.1 Work with the Project Officer to schedule a virtual orientation presentation, if desired, with staff and administration to provide an outline of the project, tasks, and timelines, and to explain how employees will be involved in project activities.

2.2 Identify any critical issues expected to be raised during the orientation session(s), or through interviews/focus groups with key department staff and share with the Project Officer.

2.3 Resolve and/or prepare a strategy for addressing critical issues.

2.4 Agree upon, and document, future communications including periodic update meetings and additional meetings to present the final report to designated administrators.

2.5 Agree upon, and document, future communications with key stakeholders and the Project Officer for providing status updates on the progress of work plan tasks.

DELIVERABLES

- Onsite or remote orientation session(s) if desired.
- Solicitation and discussion of key stakeholder feedback.
- Communications plan set for status updates.

EXHIBIT A

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PROJECT MANAGEMENT

As stated previously, MGT places a large emphasis on the work plan. Our goal is to provide detailed, practical, and implementable recommendations that benefit each client. The graphic below lists each critical component of MGT's project management methodology.

Our development and adherence to this methodology is at the core for our large number of repeat clients. We believe that this is the greatest testament to our commitment to client satisfaction and superior deliverables.



KEY PERSONNEL

Name	Role	Years of Experience	Areas of Expertise
Brad Burgess	Principal Consultant	29	Trusted advisor to public executives Public leadership / policy alignment Expert witness Audit preparation and defense, Cost-of-service analysis Public and private entrepreneurship Organizational transformation and Strategic analysis
Shannon Blakey	Programmer/ Admin	12	Quality control of documents and processes Editing and proofing of proposals and reports
Ricardo Cepin, CPA, CFA	Consultant	7	Performance Audits and Management Reviews Data Analytics, Experience in FLAIR Accounting Software and AutoAudi, Fluent in Spanish
Bruce Cowans	Principal Consultant	30+	Cost of Service Studies and Financial Management Process Reviews, Benchmarking & Productivity Standards, Staffing Reviews Expert Witness
Leon Corbet, PMP, FCCM	Senior Consultant	12	Project Management

EXHIBIT A

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Name	Role	Years of Experience	Areas of Expertise
			Public-Private Partnerships (P3s) and Innovative Financing and Funding Strategy Market Demand Analysis Organizational Efficiency and Effectiveness Project Finance and Financial Policy Planning User Fees, Tolling and Value Capture Strategies Resource Allocation and Needs Assessment
Patrick Dyer	Senior Consultant	24	State and Federal Reimbursements, Regulated Cannabis Costs, Fees, and Industry Economics Cost Allocation Plans, Indirect Cost Rate Proposals Cost of Service / User Fee Studies, Transit Agency Cost Allocation and Indirect Costs Mental Health Funding Sources (AB 3632) Federal Negotiations and Audit Defense Elections Program Operations and Cost Accounting Expert Witness on Cost/Fee Lawsuits FEMA Claiming/Reimbursements
Will Fiorito	Junior Consultant	5	Research and Analysis Project Management Survey Design and Implementation Collecting, Compiling, and Analyzing Massive and Complex Information and Data for Projects
Robert Holloway	Principal Consultant	20+	Project Management Economic Impact Analysis, Market Research and Analysis Expenditure Equity and Funding Allocation Studies Human Capital Assessments, Staffing, Workload, and Productivity Analysis, Space Utilization Analysis
Brandon Ledford, PMP	Principal Consultant	12	Human Capital Business Transformation Data Analytics and Public Policy Strategic Communications
Chao Lu	Junior Consultant	7	Analytical and Critical Thinking Project Management, Problem Identification and Solution Implementation Accounting, Operations, and Logistics System Development Life Cycle Agile environment, Data Model and Report Design
Tony Martinez	Principal Consultant	16	Information Security Risk Assessments, Cyber Security Compliance Services, and Enterprise Architecture Reviews, and Penetration Testing Social Engineering, Strategic IT Support, Gap Assessments, Project Management

EXHIBIT A

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Name	Role	Years of Experience	Areas of Expertise
Meredith Miller	Consultant	12	Cost of Service or User Fee Studies and Cost Consulting Cost Allocation Financial Analysis and Review of Municipal Budgets
Parul Patel	Consultant	12	Cost Consulting, Cost Allocation, Financial Analysis and Review of Municipal Budgets
Justin Peterson	Junior Consultant	3	Data Analysis, Indirect Cost Rates Collection, Organization, and Formatting of Data Comparisons & Benchmarking
Bret Schlyer	Senior Consultant	25	Cost Allocation Plans in accordance with generally accepted accounting principles CAPs in accordance with federal principles (2 CFR Part 200), Statewide Cost Allocation Plans, Indirect Cost Rate Proposals, Indirect cost policies, procedures, and models for sub-grantees. Activity based cost of services and user fee studies Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources
Fred Seamon, PhD	Principal Consultant	30+	Qualitative research methods, Conducting research studies related to diversity, equity, and disparities in education, business, and human services Program evaluation Training design, development, and delivery Strategic planning, Analyzing the structure, operations, and processes of public sector organizations and nonprofit agencies
Reggie Smith	Principal Consultant	30+	Project management and Management and direction of disparity and disparity-related research and studies for public sector agencies Management and direction of reengineering, operational assessments, organizational and performance reviews, and administrative technology projects for state government agencies
Brett Swendig	Junior Consultant	7	Cost of Service or User Fee Studies, Cost Consulting Cost Allocation, Financial Analysis Review of Municipal Budgets, Parks & Rec Operations & Programs
Jerry Wolf	Principal Consultant	30+	Enterprise and Internal Service Funds Central Administrative Services Funding, Rates and Charges for Public Works, Law Enforcement, Building Planning and Zoning Dispute Resolution, Financial Analysis, Mergers and Consolidations, Intergovernmental Agreements

EXHIBIT A

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Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

MGT of America Consulting LLC has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Internal Controls Audits
- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

EXHIBIT A

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Department of MANAGEMENT SERVICES
Division of State Purchasing

Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Contract Name:	Financial and Performance Audits
Contract Number:	84111600-20-1
Contractor Name:	MGT of America Consulting, LLC
FEIN:	81-0890071 *** * * MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION * * ***
Website:	www.mgtconsulting.com

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Robert Holloway			
Email:	proposals@mgtconsulting.com			
Phone:	888-302-0899	ext.		
Address:	4320 West Kennedy Blvd.			
City:	Tampa			
State:	FL			
ZIP:	33609	**+4:**		

Contract Administrator

Contact for escalated customer needs.

Name:	Claudia Hosang			
Email:	contracts@mgtconsulting.com			
Phone:	888-302-0899	ext.		
Address:	4320 West Kennedy Blvd.			
City:	Tampa			
State:	FL			
ZIP:	33609	**+4:**		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Headquartered in Florida since 1974 with offices in Tallahassee and Tampa, MGT is a national firm that has worked in all 50 states. Our performance audit teams offer expertise in Economy and Efficiency, Internal Controls, and Program Results and Fraud. We help the public sector find solutions in finance, human capital, organizational transformation, cyber and network security, diversity and inclusion, and education improvement. Our subject matter experts have recent and relevant experience in Florida, including statewide performance audits with touchpoints in all 67 counties.

EXHIBIT A

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Contract Attachment F
No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: MGT of America Consulting LLC
Respondent Federal Employer Identification Number (FEIN #): 81-0890071

Authorized Signature: Fred Seamon

Print Name: Fred Seamon, PhD

Title: Executive Vice President

Date: June 2, 2020

EXHIBIT A

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Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

_____

_____

_____

_____

EXHIBIT A

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 1
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

This Amendment ("Amendment"), to the Financial and Performance Audits State Term Contract No. 84111600-20-1 ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and MGT of America Consulting, LLC ("Contractor"), collectively referred to herein as the "Parties."

WHEREAS the initial term of the Contract for the provision of financial and performance audits began on March 1, 2021; and

WHEREAS pursuant to Section 6.9, Modification and Severability, of Contract Attachment B, Special Contract Conditions, the Contract may be amended by mutual written agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Contract Amendments.

a. The attached Contract Attachment H, Additional Special Contract Conditions, is added in its entirety to the Contract

b. Contract Section III is hereby deleted in its entirety and replaced with the following:

> **III. Contract.**
>
> As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include the Contract, as amended by this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.
>
> All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:
>
> a) Additional Special Contract Conditions, Contract Attachment H
>
> b) Special Contract Conditions, Contract Attachment B
>
> c) Contractor's submitted Cost Proposal, Contract Attachment A
>
> d) Customer Contract or Purchase Order(s)
>
> e) Contractor's submitted Technical Proposal, Contract Attachment C
>
> f) Authorized Services List, Contract Attachment D

EXHIBIT A

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AMENDMENT NO.: 1
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

g) Contractor Information Form, Contract Attachment E

h) No Offshoring, Contract Attachment F

h) Subcontracting, Contract Attachment G

c. Contract section IV, f (2), Minimum Number of RFQs Sent by Customer, of the Statement of Work, is hereby deleted in its entirety and replaced with the following:

Section IV, f (2), Minimum Number of RFQs Sent by Customer
Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least one contractor available under the Financial and Performance Audits State Term Contract and authorized to provide the type of service being requested, to which to send its RFQ. MFMP sourcing will randomly select up to 25 contractors (or all contractors if fewer than 25) authorized to provide the requested service and automatically add them to the RFQ event.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit financial and performance audit services and shall send the RFQ document electronically via email to at least 25 contractors (or all contractors if fewer than 25) available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 1
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

State of Florida:
Department of Management Services

By: DocuSigned by: Patrick Gillespie 16B191447D2C4C0...

Name: Patrick Gillespie

Title: Deputy Secretary of Business Operations

Date: 8/15/2022 | 4:05 PM EDT

MGT of America Consulting, LLC

By: DocuSigned by: A. Trey Traviesa A901AB12ACED4DC...

Name: A. Trey Traviesa

Title: Chairman and CEO

Date: 2/28/2022 | 6:35 AM PST

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT ATTACHMENT H
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of

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the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 2
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

This Contract Amendment to Contract No. 84111600-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and MGT of America Consulting, LLC. ("Contractor"), with its principal place of business located at 4320 West Kennedy Blvd., Suite 200;Tampa, FL 33609 collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021, for the provision of Financial and Performance Audits;

WHEREAS the Parties agree to renew the Contract as provided for in Contract Attachment B, Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Attachment H, Additional Special Contract Conditions, is hereby deleted, and replaced in its entirety with the attached Contract Attachment H, Additional Special Contract Conditions.

II. Contract Renewal. The Contract is renewed for a period of one year pursuant to the same terms and conditions of the contract and any executed written amendments, notwithstanding the Price Sheet, with a new Contract expiration date of February 28, 2025.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 2
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C947139294994B5...

Name: Pedro Allende
Title: Secretary
Date: 2/23/2024 | 11:01 AM EST

Contractor:
MGT of America Consulting, LLC

DocuSigned by:
By:
A984AB42AGED4DC...

Name: A. Trey Traviesa
Title: Chairman and CEO
Date: 2/20/2024 | 6:54 AM PST

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT ATTACHMENT H

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding

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payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

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A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

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13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.
If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.
The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 3
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

This Contract Amendment No. 3 ("Amendment") to Contract No. 84111600-20-1 ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **MGT Impact Solutions, LLC** ("Contractor"), with its principal place of business located at 4320 West Kennedy Blvd., Suite 200, Tampa, FL 33609; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on March 1, 2021 for an initial term of three years expiring on February 29, 2024, for the provision of Financial and Performance Audits;

WHEREAS the Parties executed Amendment No. 1 which, inter alia, incorporated by reference and attachment Contract Attachment H, Additional Special Contract Conditions;

WHEREAS the Term Contract provides for three years of renewals in Contract Attachment H, Additional Special Contract Conditions, section 2.2, Renewal;

WHEREAS, through Amendment No. 2, the Parties renewed the Term Contract for a period of one year, with a new Contract Expiration date of February 28, 2025, and amended to replace in its entirety Contract Attachment H, Additional Special Contract Conditions;

WHEREAS the Parties agree to renew the Term Contract for a period of two years as provided for in Contract Attachment H, Additional Special Contract Conditions, section 2.2 Renewal; and,

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.
All references to "Contract" contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as the "Term Contract."

All references to Contract Attachment H, Additional Special Contract Conditions, in the Term Contract are hereby deleted in its entirety.

Contract Attachment B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Contract Attachment B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 3
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

II. Contract Renewal. The Term Contract is renewed for a period of two years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of February 28, 2027.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C947139294994B5...

Name: Pedro Allende

Title: Secretary

Date: 2/4/2025 | 4:56 PM EST

Contractor:
MGT Impact Solutions, LLC

Signed by:
By:
04A902461A2E4DA...

Name: A. Trey Traviesa

Title: CEO

Date: 1/29/2025 | 3:04 PM EST

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ATTACHMENT B

Department of MANAGEMENT SERVICES
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ENTERPRISE STANDARD TERMS AND CONDITIONS

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These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 1
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

This Amendment ("Amendment"), to the Financial and Performance Audits State Term Contract No. 84111600-20-1 ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and MGT of America Consulting, LLC ("Contractor"), collectively referred to herein as the "Parties."

WHEREAS the initial term of the Contract for the provision of financial and performance audits began on March 1, 2021; and

WHEREAS pursuant to Section 6.9, Modification and Severability, of Contract Attachment B, Special Contract Conditions, the Contract may be amended by mutual written agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Contract Amendments.

a. The attached Contract Attachment H, Additional Special Contract Conditions, is added in its entirety to the Contract

b. Contract Section III is hereby deleted in its entirety and replaced with the following:

> **III. Contract.**
>
> As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include the Contract, as amended by this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.
>
> All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:
>
> a) Additional Special Contract Conditions, Contract Attachment H
>
> b) Special Contract Conditions, Contract Attachment B
>
> c) Contractor's submitted Cost Proposal, Contract Attachment A
>
> d) Customer Contract or Purchase Order(s)
>
> e) Contractor's submitted Technical Proposal, Contract Attachment C
>
> f) Authorized Services List, Contract Attachment D

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g) Contractor Information Form, Contract Attachment E

h) No Offshoring, Contract Attachment F

h) Subcontracting, Contract Attachment G

c. Contract section IV, f (2), Minimum Number of RFQs Sent by Customer, of the Statement of Work, is hereby deleted in its entirety and replaced with the following:

Section IV, f (2), Minimum Number of RFQs Sent by Customer
Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least one contractor available under the Financial and Performance Audits State Term Contract and authorized to provide the type of service being requested, to which to send its RFQ. MFMP sourcing will randomly select up to 25 contractors (or all contractors if fewer than 25) authorized to provide the requested service and automatically add them to the RFQ event.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit financial and performance audit services and shall send the RFQ document electronically via email to at least 25 contractors (or all contractors if fewer than 25) available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

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Department of MANAGEMENT SERVICES
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AMENDMENT NO.: 1
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

State of Florida:
Department of Management Services

By: DocuSigned by: Patrick Gillespie 16B191447D2C4C0...

Name: Patrick Gillespie

Title: Deputy Secretary of Business Operations

Date: 8/15/2022 | 4:05 PM EDT

MGT of America Consulting, LLC

By: DocuSigned by: A. Trey Traviesa A901AB12ACED4DC...

Name: A. Trey Traviesa

Title: Chairman and CEO

Date: 2/28/2022 | 6:35 AM PST

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Department of MANAGEMENT SERVICES
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CONTRACT ATTACHMENT H
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of

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the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO.: 2
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

This Contract Amendment to Contract No. 84111600-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and MGT of America Consulting, LLC. ("Contractor"), with its principal place of business located at 4320 West Kennedy Blvd., Suite 200;Tampa, FL 33609 collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021, for the provision of Financial and Performance Audits;

WHEREAS the Parties agree to renew the Contract as provided for in Contract Attachment B, Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Attachment H, Additional Special Contract Conditions, is hereby deleted, and replaced in its entirety with the attached Contract Attachment H, Additional Special Contract Conditions.

II. Contract Renewal. The Contract is renewed for a period of one year pursuant to the same terms and conditions of the contract and any executed written amendments, notwithstanding the Price Sheet, with a new Contract expiration date of February 28, 2025.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO.: 2
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C947139294994B5...

Name: Pedro Allende
Title: Secretary
Date: 2/23/2024 | 11:01 AM EST

Contractor:
MGT of America Consulting, LLC

DocuSigned by:
By:
A984AB42AGED4DC...

Name: A. Trey Traviesa
Title: Chairman and CEO
Date: 2/20/2024 | 6:54 AM PST

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Department of MANAGEMENT SERVICES
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CONTRACT ATTACHMENT H

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding

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payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

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A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

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13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.
If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.
The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 3
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

This Contract Amendment No. 3 ("Amendment") to Contract No. 84111600-20-1 ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **MGT Impact Solutions, LLC** ("Contractor"), with its principal place of business located at 4320 West Kennedy Blvd., Suite 200, Tampa, FL 33609; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on March 1, 2021 for an initial term of three years expiring on February 29, 2024, for the provision of Financial and Performance Audits;

WHEREAS the Parties executed Amendment No. 1 which, inter alia, incorporated by reference and attachment Contract Attachment H, Additional Special Contract Conditions;

WHEREAS the Term Contract provides for three years of renewals in Contract Attachment H, Additional Special Contract Conditions, section 2.2, Renewal;

WHEREAS, through Amendment No. 2, the Parties renewed the Term Contract for a period of one year, with a new Contract Expiration date of February 28, 2025, and amended to replace in its entirety Contract Attachment H, Additional Special Contract Conditions;

WHEREAS the Parties agree to renew the Term Contract for a period of two years as provided for in Contract Attachment H, Additional Special Contract Conditions, section 2.2 Renewal; and,

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.
All references to "Contract" contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as the "Term Contract."

All references to Contract Attachment H, Additional Special Contract Conditions, in the Term Contract are hereby deleted in its entirety.

Contract Attachment B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Contract Attachment B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 3
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

II. Contract Renewal. The Term Contract is renewed for a period of two years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of February 28, 2027.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C947139294994B5...

Name: Pedro Allende

Title: Secretary

Date: 2/4/2025 | 4:56 PM EST

Contractor:
MGT Impact Solutions, LLC

Signed by:
By:
04A902461A2E4DA...

Name: A. Trey Traviesa

Title: CEO

Date: 1/29/2025 | 3:04 PM EST

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ATTACHMENT B

Department of
MANAGEMENT
SERVICES
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ENTERPRISE STANDARD TERMS AND CONDITIONS

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These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

EXHIBIT A

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DATA SHARING AGREEMENT

This Data Sharing Agreement ("**Agreement**") is entered into by and between

The School Board of Broward County, Florida (SBBC)
("**Disclosing Party**"), whose current mailing address is Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, and

The University of Florida Board of Trustees (UF)
("**Receiving Party**") whose current mailing address is 207 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500.

At times, Disclosing Party and Receiving Party are referred to singularly as "**Party**" and collectively as "**Parties**."

WHEREAS, the Parties have set forth certain relevant definitions on the attached **Exhibit "A"**.

WHEREAS, the Parties have set forth certain relevant privacy and IT security provisions on the attached **Exhibit "G"**.

WHEREAS, Receiving Party has agreed to provide Disclosing Party with certain educational or research-oriented services ("Services") as more fully described on the attached **Exhibit "B"**.

WHEREAS, in order to provide the Services, Receiving Party may receive and Disclosing Party may provide documents or data that are covered by the laws of the United States of America (the "**Federal Laws**").

WHEREAS, the documents and data transferred from Receiving Party and/or accessed by Receiving Party in the performance of the Services shall be subject to the laws of the State of Florida. ("**State**", "**State Laws**"), and such additional rules or restrictions as set forth on the attached **Exhibit "E"**;

WHEREAS, this Agreement complies with all relevant State Laws and Federal Laws (collectively, the "**State and Federal Laws")**; and

WHEREAS, the Parties wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Background and Purpose

According to Florida Statutes 1003.485, 1008.366, and 1004.561, UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning including micro-credentials for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. Additionally, the UF Lastinger Center for Learning is the administrator of the New Worlds Tutoring Program (referred to as the Florida Tutoring Advantage or FTA). Access to data is necessary for UF Lastinger Center to determine program eligibility, evaluate program impacts, conduct research, and assist with reporting requirements (ss. 1003.485, 1008.366, and 1004.561, F.S.). The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected

or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders including, but not limited to, families, educators, administrators, and local school board members.

Section 2. Term

The term of this Agreement begins upon execution by the last party to sign and ends on June 30, 2028, unless terminated earlier pursuant to Section 12 (Termination) of the Agreement.

Section 3. Transfer and Use of Data

Pursuant to this Agreement and in accordance with the State and Federal Laws, Receiving Party will receive from Disclosing Party, via secure data transfer methods, the protected or confidential information set forth in Section 4 below or as more fully described in the attached **Exhibit "D"** (the "**Data**") and **Exhibit "F"** (the "**Narrative**") and **Exhibit G.** The Receiving Party may use such Data only for the purposes of providing the Services and that any data sub-processors or data systems will be held to strict accordance with the terms of this Agreement **and to sub-processors and/or data systems.** The Parties agree and represent that the Data shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5, below. For the purpose of this Agreement, the definitions of "directory information," "education records," and "personally identifiable information" are set out in 34 C.F.R. § 99.3.

Section 4. Data To Be Shared

The Parties agree that Disclosing Party will share with Receiving Party the data set out in **Exhibit "D", Exhibit "F",** and **Exhibit "G".**

Section 5. Applicable FERPA Provisions

The following FERPA exceptions apply:

X *Studies Exception*: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **(If checked, fill out Exhibit C)**

☐ *School Official or Representative (or Outsourced Services) Exception*: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii) In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (1) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. (If checked, A description of Receiving Party's services and qualifications as a "school official" are set forth in **Exhibit "B"** ("**Services**").)

Section 6. Confidentiality and Data Governance Provisions

The Parties agree to comply with the State and Federal Laws. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Disclosing Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data. Where applicable, each Party shall comply with such additional privacy and parental consent requirements as set forth in the Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312). In addition, the Parties shall conduct certain surveys in accordance with the relevant provisions of the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 C.F.R. Part 98).

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Section 7. Data Studies

For any and all studies to be performed by Receiving Party:

(a) Receiving Party may use personally identifiable information (PII), which is information that identifies (or could be used to re-identify) an individual, from education records provided by Disclosing Party only to meet the purpose or purposes of the study.

(b) The Parties agree that Receiving Party may conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in the study.

(c) Receiving Party understands and agrees that it may not publish any study that contains any PII. Receiving Party agrees to adhere to Privacy Measures when publishing any data or study, in order to protect the privacy and confidentiality of the individuals involved.

(d) Disclosing Party retains an express right to review any data prior to publication by Receiving Party and to verify proper disclosure avoidance techniques have been used.

(e) Receiving Party may allow internal access to PII received in connection with this Agreement only to individuals with a need to know the same and Receiving Party shall take steps to maintain the confidentiality of the PII at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.

(f) De-Identified Data: Data that has been de-identified is not considered student data and is not subject to the terms and restrictions in this agreement. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data.

(g) Research and Program Evaluation:

(1) SBBC Policy 6313 requires primary investigators of program evaluation studies conducted by Receiving Party that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals must submit a Research Request to the Disclosing Party's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The Disclosing Party's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

i. the purpose, scope, limitations, and duration of study is clearly outlined;
ii. the protection of human subjects in the research process;
iii. education records are only used for purposes of the identified study;
iv. education records are only used by representatives of the organization identified in this agreement; and
v. the safe and confidential storage and transmittal of education records.

(2) The purposes of the studies to be conducted by the Receiving Party are to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement.

(3) The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on June 30, 2028 and must be conducted during the term of this Agreement. If IRB renewal is necessary, it must be submitted yearly during the duration of this Agreement before expiration.

(4) Receiving Party shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

(5) Receiving Party shall comply with all requirements of the Disclosing Party's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

Section 8. Data Ownership

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Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

Section 9. Data Destruction

(a) Receiving Party may retain education records obtained under this Agreement and 1) may disclose Aggregate data to the public, and 2) may provide data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records. This Term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99. Notwithstanding anything to the contrary, Receiving Party may retain anonymized data received under this Agreement.

(b) Notwithstanding any other term of this or any other Agreement, Disclosing Party retains the right to terminate Receiving Party's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement. Furthermore, an authorized representative of Disclosing Party may, upon ten (10) days written notice, inspect Receiving Party's security protocols and arrangements to ensure compliance with this Agreement.

(c) De-Identified Data: Receiving Party's use of De-Identified Data shall survive termination of this Agreement or any request by Disclosing Party to return or destroy PII. De-Identified Data may be used by Receiving Party for those purposes allowed under FERPA and the following purposes: (1) assisting Disclosing Party or other governmental agencies in conducting research and other studies; and (2) research and development of Receiving Party's educational sites, services, or applications, and to demonstrate the effectiveness of the Services. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data. Receiving Party may retain data and 1) may disclose Aggregate data to the public, and 2) may provide de-identified data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records.

Section 10. General Data Terms

(a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records or other Data is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records or other Data only as essential to carry out the terms of the evaluation, study, project, service, or program.

(b) Receiving Party agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and the Related Contract (if applicable) and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."

(c) The Parties each individually and collectively represent that Receiving Party will allow access to PII only to those individuals employed by Receiving Party with a need to know.

(d) Receiving Party represents that it will ensure that each individual with whom it shares the PII shall be bound by confidentiality provisions no less strict than the confidentiality provisions in this Agreement.

(e) Notwithstanding anything to the contrary Receiving Party may disclose or share information with a third-party who has also entered into a data sharing agreement with Disclosing Party that is the same or substantially the same as this Agreement.

(f) Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of Disclosing Party ("**Security Measures**"). Receiving Party shall comply with all State and Federal Laws related to a data breach involving personal information.

Section 11. Breach

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Any breach of this Agreement leading to unlawful disclosure of education records, PII, or other Data that is covered under State and Federal Laws constitutes a material breach of this Agreement and constitutes cause for immediate termination by Disclosing Party.

Section 12. Termination

Either party may terminate this Agreement without cause upon fifteen (15) days' written notice. Any duty of confidentiality as to information protected by State and Federal Laws at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 13. Data Officials

The following individuals are designated as the Data Compliance Official and Data Custodian for the purpose of this agreement, which individual may be updated at any time upon written notice from one Party to the other Party.

Disclosing Party:

Name: Trey Davis

Title: Chief Information Officer

and

Name: Adam Iarussi

Title: Evaluation Administrator

Receiving Party

Name: Tyran Butler

Title: Assistant Center Director

Section 14. Miscellaneous Contract Terms

14.1 This Agreement, including and together with any exhibits, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Nothing in this Agreement shall be construed or interpreted to allow either party to maintain, use, disclose, or otherwise share PII in a manner or not allowed by the State and Federal Laws.

14.2 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.3 No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4 This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assignees. Neither Party may assign, transfer, delegate, or subcontract any of

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its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.

14.5 If a conflict exists between State and Federal Laws, and this Agreement, State and Federal Laws shall govern. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts located in the State.

14.6 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State without giving effect to the conflict of laws provisions thereof.

14.7 This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.8 Any notice, communication, request, approval, or consent that may be given or that is required to be given under the terms of this Agreement shall be in writing, and shall be sent certified mail, return receipt requested, to the address for each party shown on the face of this agreement. Notice given by or to the attorney for either party shall be as effective as if given by or to that party

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

FOR SBBC: (Disclosing Party)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.10 13:29:30 -04'00'

Office of The General Counsel

FOR UF (Receiving Party)

(Corporate Seal)

University of Florida Board of Trustees

Signature: Joseph Glover

Corporate Secretary Signature

Print Name: Joseph Glover

Title: Interim Provost

-OR-

Date: 3/12/2026 | 10:03 AM EDT

Witness Signature

Print Name

Witness Signature

Print Name

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Exhibit "A" – Definitions

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings.

"Federal Laws"

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

"Privacy Measures"

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

"Security Measures"

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

"De-identified Data"

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student's name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are "identifiable." De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, "De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1))."

For further explanation and examples of how and why these and other terms are used, please visit https://dataprivacyforstudents.org

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Exhibit "B" – Services

The University of Florida Lastinger Center for Learning provides to districts a range of professional learning programs for educators, state initiatives that offer services to students and families, and research and development projects that guide the creation of new products and services to serve education stakeholders.

Other services may be provided under Memoranda of Understanding and contracts for service.

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Exhibit "C" - Studies Exception

If you selected "Studies Exception" in Section 5, complete the following (or attach study documentation):

a. Purpose of the studies to be conducted:

(i) Professional Learning Evaluation Study
This study aims to improve instruction for teachers in the district or LEA per 34 CFR § 99.31(a)(6)(i)(C). According to s. 1004.561, F.S. (2024), UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning [including micro-credentials] for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. In this way, UF Lastinger Center performs institutional services per 34 CFR § 99.31(a)(1)(i)(B) for the state of Florida, and thereby for every district in the state, by developing and administering programs and professional learning to improve student achievement outcomes and improve the quality of instruction in early learning, literacy, and mathematics. To best perform these services, UF Lastinger Center requests access to data to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement. Analyses of educator and student engagement with Lastinger Center programs, and the impact such engagement has on educator and student outcomes, will support continued development of programs and products that support teacher effectiveness and student success. Moreover, results of such analyses will provide valuable insights to district and school officials about the types of skills and environments that are most likely to produce higher levels of teacher satisfaction and effectiveness, as well as student success and educational attainment. Finally, aggregated results of studies of efficacy and impact of Lastinger Center programs will be disseminated to the broader research and practice community so that insights on what has been successful at the Lastinger Center may have a broader impact on the larger education community. All disseminated findings would mask identities of any educators, students, schools, and districts so that identities would remain confidential.

(ii) ALTER-Math Tutoring Agent Study if applicable

Led by the University of Florida (UF), ALTER-Math shifts students' roles from passive learners into proactive teachers to AI through an advanced learning framework, learning-by-teaching. ALTER-Math, aims to double the rate of algebra learning for students, particularly for those from low-income households, by developing effective, scalable, and responsible AI-enhanced teachable agents, utilizing large language models (LLMs) and cutting-edge AI technologies. Our study seeks to answer the following research question: "How effectively does the AI-powered teachable agent engage students and improve students' mathematical achievements?" The UF Lastinger Center requests access to data to inform the ongoing evaluation and iterative improvement efforts necessary to achieve the project goals. The results of the analyses will provide key insights to the relationships between ALTER-Math usage patterns and student academic achievement in mathematics for learnings in any subgroup, highlighting opportunities for ongoing improvement for the tutoring agent.

b. Scope of the proposed study:

(i) Professional Learning Evaluation Study

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The scope of the proposed studies include analyses of deidentified student data examining students' reading and mathematics scores before, during, and following direct (as participants) and/or indirect (as students of educators) exposure to UF Lastinger Center programs and by comparing reading and mathematics scores for students with and without direct (as participants) and/or indirect (as students of educators) exposure to Lastinger Center programs.

(ii) ALTER-Math Tutoring Agent Study if applicable
Upon electing to participate in this study, teacher participants will integrate the usage of ALTER-Math in their instruction of middle school or Algebra I mathematics students. We recommend that teachers plan for 30-minutes of learning activities with ALTER-Math every week. However, it is completely up to teachers how they would adopt ALTER-Math in their instructional plans. In this study, our data collection methodology combines qualitative and quantitative strategies to ensure comprehensive coverage and reliability. We prioritize ethical considerations by deidentifying all data to protect participant privacy and uphold confidentiality. Participants, including teachers and students, are informed of their rights during the recruitment and consent processes. The opt-out process is straightforward and can be initiated at any stage, ensuring that participants feel comfortable and respected throughout the study. Our study will evaluate both the cognitive (i.e., students' mathematics performance as assessed through FAST progress monitoring) and affective outcomes (i.e., engagement) collected from the students, further analyzed based on their demographics (e.g., gender, race, low-income status).

c. Duration of the study:

(i) Professional Learning Evaluation Study
These studies will remain active as long as this Agreement is active.

(ii) ALTER-Math Tutoring Agent Study if applicable
This **ALTER-Math Tutoring Agent** research project will end in 2027. For the study planned in Spring 2025, we aim to conduct the study activities including teachers and students for no more than three months. We expect to request a research collaboration for more studies of similar length in Spring 2026 and 2027.

d. Information to be disclosed: (see Exhibit D)

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Exhibit "D" - Data

Data Fields Requested	Requested for			
	Florida Tutoring Advantage	Early Learning Professional Learning	Literacy Professional Learning	Math Professional Learning
1. Student First Name	✓	N/A	N/A	N/A
2. Student Last Name	✓	N/A	N/A	N/A
3. Student FLEID	✓	✓	✓	✓
4. Student SISID	✓	✓	✓	✓
5. Parent First Name	N/A	N/A	N/A	N/A
6. Parent Last Name	N/A	N/A	N/A	N/A
7. Parent Mailing Address	N/A	N/A	N/A	N/A
8. Parent Email Address	N/A	N/A	N/A	N/A
9. Parent Phone Number	N/A	N/A	N/A	N/A

✓ and shading indicates what program needs the particular data field(s).

Part 1: Industry-Standard Data

List of Data Fields Requested
For ALTER-Math project: Student Math Nation User ID/Username if applicable
Student Date of Birth
Course
Teacher Name
Teacher Email Address
Teacher ID
Teacher Role
Teacher Job Title
Teacher Employment Status
Teacher Certification(s) & Endorsement(s)
Teacher Years in District
Teacher Highest Degree
~~Student Free/Reduced Lunch Status~~
Date Enrolled in Grade/Course with Teacher
Days Enrolled in Grade/Course with Teacher
Days Absent from Grade/Course with Teacher
EOC ELA/Math Scaled Score

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EOC ELA/Math Achievement Level
EOC ELA/Math Percentile Rank
(Approximate) Date of Administration for each Achievement Measure Provided
ELA/Math Course Grade
Student Attendance Actual (days attended in given quarter)
Student Attendance Expected (Days assigned in given quarter)
Student Tier Support Level 2 Flag
Student Tier Support Level 3 Flag

List of Data Fields that May be Requested if not Provided by FL Department of Education
Student District Number
Student District
Student School Number
Student School Name
Student Grade
Student Age
Student Sex
Student Race/Ethnicity
Student English Proficiency status
Home Language
Student Exceptionality (Primary and Other)
Star Early Literacy/Reading/Math Scaled Score for PM1, PM2, PM3
Star Early Literacy/Reading/Math Achievement Level for PM1, PM2, PM3
Star Early Literacy/Reading/Math Percentile Rank for PM1, PM2, PM3
FAST ELA/Math Scaled Score for PM1, PM2, PM3
FAST ELA/Math Achievement Level for PM1, PM2, PM3
FAST ELA/Math Percentile Rank for PM1, PM2, PM3

Third-Party Data:

Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. The districts ensure that all necessary permissions and consents have been obtained to share this data in compliance with applicable laws and regulations.

Part 2: Additional Data (if applicable)

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Part 3: Excluded Data (if applicable):

Notwithstanding the foregoing, the following information will not be transferred to Receiving Party:

_____

_____

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Exhibit "E" - Additional Rules or Restrictions (if applicable)

NONE

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Exhibit "F" - Data Narrative

UF Lastinger Center's Need for Data Sharing

UF Lastinger Center's professional learning products are built upon decades of research on how students prepare for Kindergarten, learn to read, and do mathematics across PK–12, the types of pedagogical practices that best support student learning, and best practices for how to engage adult learners in online and in-person learning contexts. UF Lastinger Center's professional learning provides job-embedded opportunities for educators to apply what they have learned directly in their current context, which translates into enhanced teaching and student learning for years to come.

Meticulously developed to ensure a high-quality professional learning environment, UF Lastinger Center's professional learning programs are designed to make a positive impact on both educators and students. We maximize our impact by engaging in continuous improvement and iterative refinement. We use two parallel pathways to continually enhance our professional learning offerings. First, we examine educators' participation data (e.g., completion rates, knowledge gains, reported self-efficacy, feedback, and satisfaction). These data are collected in our professional learning programs. Second, we examine the impact of our programs on students, with a keen focus on the context of their learning environments - classroom, school, and district. These secondary data are obtained through data sharing agreements between school districts, state entities, and UF Lastinger Center.

A clear understanding of impacts on teacher practice and student learning is beneficial for UF Lastinger Center as it allows us to tailor our professional learning to better serve the unique needs of each community. By agreeing to a data sharing agreement, school districts play a crucial role in this process, contributing to the enhancement of the learning experience for educators and students alike. Moreover, a comprehensive and accurate portfolio of data about teachers and students enables us to provide more meaningful reports to districts and schools. The reports provided by UF Lastinger Center describe district return on investment in teacher professional learning. Further, the reports describe how UF Lastinger Center's professional learning supports the work already happening in districts and schools to improve teaching effectiveness and student achievement in measurable ways. The information provided by UF Lastinger Center provides districts with a more detailed picture of teaching and learning environments, which can be used to make decisions about how to better support teachers and students to meet district goals.

UF Lastinger Center's Need for Teacher Data

UF Lastinger Center aims to fully understand the impacts of our state initiatives and professional learning programs so that we can provide clear, actionable insights to districts about teacher and student impacts. The analysis to understand these impacts requires a process whereby teachers who have participated in UF Lastinger Center professional learning are matched to comparison teachers who have not participated in UF Lastinger Center professional learning. Analyzing student data from a matched teacher sample allows us to understand whether our impacts are measurable and expected across similar contexts (e.g., by comparing "apples to apples"). This kind of comparison is vital as we create and enhance our professional learning programs to be responsive to district and school needs, while also being scalable to support educators across Florida. The process for selecting matched teachers would be fully described and agreed upon as part of the data sharing process. The data needed for matching is based upon known teacher and school demographic information, and typically includes constructs like teacher certification and pathway (e.g., alternative/traditional), years experience, grade/course, gender,

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race/ethnicity, school grade, school FRL rate, school English Language Learner proportion, and school race/ethnicity makeup.

UF Lastinger Center's Need for Student Data

UF Lastinger Center ultimately aims to impact student learning in reading and mathematics through high-quality professional learning. Receiving student data to understand these impacts is vital. We request districts to provide student data that can be merged with educator data to understand whether students of teachers engaged in UF Lastinger Center professional learning have higher scores, make stronger gains, and meet benchmarks as compared to students of teachers not engaged in UF Lastinger Center professional learning.

We need data that reflects student performance and learning outcomes so that we can make sense about how UF Lastinger Center's professional learning programs are working for different types of students. Having the FLEID allows for longitudinal analyses to understand cumulative impacts on students as they move through the K-12 system. More precisely, we are requesting student-level data for the following purposes:

- **Personalized Improvement:** Student-level data allows for a more granular understanding of student performance connected to specific teachers participating in particular UF Lastinger Center programs. We can make sense of how differences in student outcomes are connected to specific ways teachers have learned from professional learning programs, and how their practice has changed. This is instrumental in tailoring and improving the course(s).
- **Promotion of State Initiatives:** Student-level data allows us to privately promote state initiatives to the families of eligible students who can benefit from participation in the Florida Tutoring Advantage.
- **Impact Measurement:** Student-level data helps us measure the direct impact of professional learning on student outcomes, which is a powerful way to assess program effectiveness.
- **Identifying Patterns:** Student-level data can help identify patterns and trends in student performance across different classrooms, schools, or districts. These insights can guide systemic improvements and policy decisions.
- **Research and Development:** Student-level data can contribute to research efforts aimed at understanding effective teaching strategies and interventions, leading to the development of better teaching methods and tools.
- **Accountability and Transparency:** Student-level data promotes accountability and transparency by providing evidence of the impact of professional development programs, showing districts their return on investment.

For instance, careful analysis of student-level data from matched teachers will allow us to say things like this:

When teachers have shown evidence of ___ ways of being able to engage students in learning ___ mathematics or reading, and when students have ___ types of characteristics, students are able to make ___ types of gains in ___ type of reading or mathematics. Therefore, it is important for teachers to be able to support students in ___ specific types of ways of engaging in learning, and students with ___ types of characteristics are going to need ___ types of different supports so that ___ student outcomes can be achieved.

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Relying solely on aggregated student data significantly limits our ability to make nuanced claims about the impact of our professional learning programs. For instance, if we only had access to aggregate data such as the proportion of students with specific characteristics (e.g., demographics, grades, attendance) or achievement levels on the FAST mathematics assessments, we would be unable to understand the individual experiences of students with the implementation of these programs.

With only aggregate data, we could make broad statements such as, "UF Lastinger Center professional learning programs work well when certain student and teacher characteristics are present." However, this overlooks the possibility that a specific type of student, who might be present in most classrooms, is not benefiting from the implementation as expected. Without individual-level data, we would not be aware of this issue and might mistakenly conclude that the impact was smaller than anticipated. Student-level data is essential to capture these nuances and drive meaningful improvements in our professional learning system.

Data Security and Identity Confidentiality

Data are stored in **dual-authenticated, password protected** files stored in UF-approved local or cloud storage locations. Per University of Florida policy, "electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft." Only those who need access on the research team to conduct analysis will be granted access to the data. Any public reporting of findings in any form will keep the identities of participants, schools, and the district **confidential** through pseudonyms, vague language (e.g., a large school district in the southern US), and rounded demographic information so that identities may not be determined.

Requested Data (see Exhibit "D")

UF Lastinger Center is requesting student-level data for educators who engaged in UF Lastinger Center professional learning, as well as for student-level data from an anonymized matched sample of teachers as a comparison (see Exhibit "D") for the teacher's students the year prior to participation in our professional learning and the subsequent year to have better baseline and longitudinal measures of impact.

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EXHIBIT "G" - Disclosing Party's Privacy and Security Clauses

1. **Disclosing Party's Disclosure of Education Records.**

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable education records in this section for the following purposes:

(1) To evaluate the impact of Receiving Party's provider programs:

(a) Florida Tutoring Advantage
(b) Early Learning Professional Learning
(c) Literacy Professional Learning
(d) Math Professional Learning

(2) To report de-identified program outcome data to stakeholders and State of Florida agencies.

(3) To provide professional learning to Disclosing Party's staff.

b) Disclosing Party staff will provide Receiving Party with the following education records, via secure email.

(1) See **Exhibit D – Data**, for the specific types of education records disclosed for each program. No parent or guardian information shall be provided for the programs under this Agreement.

c) FERPA exceptions to consent.

(1) Information to Receiving Party for studies and evaluation:

(a) Studies Exception. 20 U.S.C. § 1232g(b)(l)(F) and 34 C.F.R. § 99.3 l (a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **See Exhibit C - Studies Exception.**

(2) To provide professional learning to Disclosing Party staff.

(a) School Official or Representative (or Outsourced Services) Exception. 34 C.F.R. § § 99 .3 l (a)(l) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (i) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (ii)

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is under the direct control of the LEA with respect to the use and maintenance of education records; and (iii)) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. **See Exhibit "B" - Services.**

d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Receiving Party's privacy policies if any.

2. Receiving Party Safeguarding the Confidentiality of Education Records.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Fully comply with the requirements of Sections I002.22, I002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell. distribute, target advertise, or display education records to any third party, in compliance with Section I006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494. Florida Statutes; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Disclosing Party upon request; and

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2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the Disclosing Party's Director Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate Disclosing Party employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide Disclosing Party with the name and contact information of its employee who shall serve as Disclosing Party's primary security contact and shall be available to assist Disclosing Party in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at Disclosing Party's request, all education records to Disclosing Party (at no additional cost and in a format that is compatible with Disclosing Party's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide Disclosing Party with a written acknowledgment of said disposition. All education records remain the property of Disclosing Party, and any party contracting with Disclosing Party serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

c) Liability. Receiving Party shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless Disclosing Party and its officers and employees for any violation of this section, including, without limitation, defending Disclosing Party and its officers and employees against any complaint,

administrative or judicial proceeding, payment of any penalty imposed upon Disclosing Party, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon Disclosing Party arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **Disclosure of Disclosing Party's Employee Records**.

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable employee records in this section for the following purposes:

1) For Receiving Party to provide professional development to Disclosing Party staff for the programs listed below. Disclosing Party will have separate written Agreements for each of the following:

(a) Florida Tutoring Advantage
(b) Early Learning Professional Learning
(c) Literacy Professional Learning
(d) Math Professional Learning

2) To evaluate Receiving Party's programs, and report **de-identified** program outcome data to Disclosing Party staff.

(a) Disclosing Party staff will provide Receiving Party with the following employee records, via secure email. See **Exhibit D - Data** for the specific types of employee records disclosed for each program.

b) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in Receiving Party's privacy policies if any.

4. **Receiving Party Safeguarding the Confidentiality of Disclosing Party's Employee Records.**

a) Privacy. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

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3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality or employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

b) IT Security. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the Disclosing Party's IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to those required by Section 501.171. Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

5. **Receiving Party's Re-Disclosure of Disclosing Party's Education Records**.

1. Receiving Party will re-disclose the following education records to Littera (subprocessor) to ensure student eligibility, matching to service, tracking student progress, and data cleaning:

(a) Student First Name
(b) Student Last Name
(c) Student date of birth
(d) Florida Education Identifier (FLEID)
(e) Student Information System Identification (SISID)
(f) District Number

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(g) District Name
(h) School Number
(i) School Name

6. **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records and employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

7. **Receiving Party's Re-Disclosure of Disclosing Party's Employee Records**. Receiving Party will re-disclose the employee records listed in this Agreement to Littera (subprocessor) to ensure accurate student and teacher matching is associated with the subject area students are receiving tutoring in.

8. **Third Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

Certificate Of Completion

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Envelope Originator:
Kimberly Bagley
971 Elmore Drive, Rm 102
PO Box 115250
Gainesville, FL 32611
k.bagley@ufl.edu
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Completed	Security Checked	3/12/2026 10:03:50 AM

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