

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CORE CONTRACT

THIS CONTRACT is entered into between the Florida Department of Business and Professional Regulation, hereinafter referred to as the "Department" and Florida Engineers Management Corporation (FEMC), hereinafter referred to as the "Contractor". The Department and Contractor agree as follows:

1. **Purpose.** The Department is engaging the Contractor for the purpose of provision of administrative, investigative, and prosecutorial services to the Florida Board of Professional Engineers (FBPE) in accordance with the provisions of Chapters 455 and 471, Florida Statutes., as further described in Attachment I hereto. The Contractor shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the Department's contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
2. **Effective and Ending Dates.** This contract shall begin on July 1, 2021, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Standard Time, on June 30, 2025.
3. **Extension.** Subsection 287.057(12), F.S., provides that contracts for commodities or contractual services may be extended in writing for a period not to exceed six (6) months from the contract end date and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by both parties. There may be only one extension of the contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.
4. **Renewal.** Subsection 287.057(13)(c), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three (3) years after the initial contract, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds, satisfactory performance evaluations by the Department, and at the discretion of the Department. This contract [SELECT ONE]: may not be renewed.; may be renewed for a period not to exceed one (1) year.; may be renewed for a period not to exceed two (2) years.; may be renewed for a period not to exceed three (3) years.; may be renewed for a period not to exceed the original term of this contract. Contract renewals are subject to the same terms and conditions of the original contract and any subsequent written amendments that have been signed by both parties.
5. **Payment for Services.** The Department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$8,683,500.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Contractor. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
6. **Contract Document.** The Contractor shall provide services in accordance with the terms and conditions specified in this contract including its attachments, 1 through 11 and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract by reference. Sections 1.d., 2-4, 6, 8-13, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
7. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this contract, the Contractor shall without exception be aware of any compliance with State and Federal laws, rules and regulations relating to its performance under this contract, including but not limited to those described in Section 37 of this contract.
8. **Inspections and Corrective Action.** The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Contractor a written report of its findings, and may direct the development, by the Contractor, of a corrective action plan where appropriate. The Contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department's termination rights under Section 33.
9. **Independent Contractor, Subcontracting and Assignments.**
 - a. In performing its obligations under this contract, the Contractor shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
 - b. The Contractor shall take such actions as may be necessary to ensure that it and each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.
 - c. The Contractor shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Contractor assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Contractor's duties hereunder. Any

sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Contractor shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a contractor of the Department's selection, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract. This contract shall remain binding upon the lawful successors in interest of the Contractor and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 9.c., the Contractor is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Contractor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Contractor shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Core Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Contractor's receipt of payment from the Department, the Contractor shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid by the Contractor to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

10. Provider Liability and Indemnity. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

a. Arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors in relation to this contract provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Contractor for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Contractor, its agents, employees or subcontractors.

b. Arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right associated with a service or product of the Contractor; provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Contractor's products or a Department's operation or use of Contractor's products in a manner not contemplated by this contract. If any product is the subject of an infringement suit or claim or in the Contractor's opinion is likely to become the subject of such a suit or claim, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall, without limiting the Department's remedies at law for breach or nonperformance, remove the product and provide a fully-licensed replacement to the Department's satisfaction. The Department shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this contract or delivered to the Department for the use of the Department, its employees, agents or contractors.

c. Arising from or relating to Contractor's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Contractor's redaction of the record, as provided for under Section 30.c., including litigation initiated by the Department.

The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Contractor of performance under this provision, in which case the Department shall have no obligation to reimburse the Contractor for the cost of its defense. If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

11. Insurance. The Contractor shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the execution of this contract, the Contractor shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

12. Notice of Legal Actions. The Contractor shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of the Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

13. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. The Department, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor shall 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 shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of this contract to the Department or the State, in which case, the Department may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products or services subjected to allocation; (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 products or services that are the subject of the delay, which purchases may be deducted from this contract quantity; or (3) terminate this contract in whole or in part.

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Contractor's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Contractor nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Contractor is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Contractor uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Contractor during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. Real Property. Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

16. Publicity. Without limitation, the Contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

17. Sponsorship. As required by section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Contractor's name) and the State of Florida, Department of Business and Professional Regulation". If the sponsorship reference is in written material, the words "State of Florida, Department of Business and Professional Regulation" shall appear in at least the same size letters or type as the name of the organization.

18. Employee Gifts. The Contractor agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive this contract for a period of two (2) years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. The Contractor will ensure that its subcontractors, if any, comply with these provisions.

19. Official Payee and Party Representatives

a. The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: FEMC

Address: 2639 North Monroe Street, Ste. B-112

City: Tallahassee State: FL Zip Code:32303

Phone: 850-521-0500

ext.: 122

e-mail: zraybon@fbpe.org

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained is:

Name: Zana Raybon

Address: 2639 N. Monroe Street, Ste. B-112

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: Aimee Odom

Address: 2601 Blair Stone Road

City: Tallahassee State: FL Zip Code: 32399

Phone: 850.717.1394

ext.: _____

e-mail: aimee.odom@myfloridalicense.com

d. The name, address, telephone number and e-mail of the representative of the Contractor responsible for administration of the program under this contract is:

Name: Zana Raybon

Address: 2639 N. Monroe Street, Ste. B-112

City: Tallahassee State: FL Zip Code: 32303
Phone: 850-521-0500
ext.: 122
e-mail: zraybon@fbpe.org

City: Tallahassee State: FL Zip Code: 32303
Phone: 850-521-0500
ext.: 122
e-mail: zraybon@fbpe.org

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

20. **Invoices.** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Contractor shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

21. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than 30 days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto, have been approved by the Department.

22. **Electronic Funds Transfer.** The Contractor agrees to enroll in Electronic Funds Transfer (EFT) offered by the State's Chief Financial Officer within thirty (30) days of the date of execution of this contract. Copies of the State of Florida Direct Deposit Payment Authorization Form (DFS-A1-26E) can be found on the vendor instruction page at: http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made via EFT.

23. **Financial Consequences.** If the Contractor fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 32, termination of contract per Section 33 and requisition of services from an alternate source. Any payment made in reliance on the Contractor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 25, to the extent of such error.

24. **Vendors on Scrutinized Companies Lists.** If this contract is in the amount of \$1 million or more, in executing this contract, the Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria. In executing this contract in any amount, the Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.473(2)(a), F.S., and certifies it is not engaged in a boycott of Israel pursuant to Section 287.135(5), F.S.

a. Pursuant to subsection 287.135(3)(a)4., F.S., if this contract is in the amount of \$1 million or more, entered on or after July 1, 2018, the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification with respect to boycotting Israel, or if the Contractor is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or has business operations in Cuba or Syria during the term of this contract.

b. Pursuant to subsections 287.135(3)(a)4., F.S., if this contract is in the amount of \$1 million or more, entered on or after July 1, 2018, the Department may immediately terminate this contract for cause if the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies as provided under subsection 287.135(5), F.S., or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba or Syria during the term of this contract.

c. Pursuant to subsection 287.135(3)(b), F.S., in executing this contract in any amount with agencies or local governmental entities for goods and services entered into on or after July 1, 2018, the Department may immediately terminate this contract for cause if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

d. Pursuant to subsection 287.135(5)(a and b), F.S., if the Department determines that the Contractor has submitted a false certification, the Department will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 days of receipt of the notice, that the Department's determination of false certification was made in error, the Department shall bring a civil action against the Contractor. If the Department's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this contract shall be imposed on the Contractor, and the Contractor shall be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of the Department's determination of false certification by the Contractor.

e. Pursuant to subsection 287.135(7)(a and b) F.S., the preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods and services applies to contracts of \$1 million dollars or more with a company engaged in scrutinized business operations; and contracts of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

f. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

25. **Overpayments.** The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Contractor by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department's contract manager, on behalf of the Department, will notify the Contractor by letter of

such findings. Should repayment not be made forthwith, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Contractor discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this contract at any time any amount due to the Department from the Contractor under any other contract or agreement.

26. **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

27. **MyFloridaMarketPlace Transaction Fee.**

a. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

c. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this contract.

d. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

28. **Vendor 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 vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

29. **Records, Retention, Audits, Inspections and Investigations.**

a. Pursuant to s. 20.055(5), F.S., every state officer, employee, agency, special district, board, commission, contractor, and subcontractor shall cooperate with the Inspector General's office in any investigation, audit, inspection, review, or hearing pursuant to this section.

b. The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

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

d. Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period in Section 29.c.

e. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

f. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and State auditors shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents, regardless of the form in which kept.

g. No record may be withheld nor may the Contractor attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.

h. **Contracts Funded with Federal or State Assistance, Contractor Requirements:**

1. The Contractor shall provide a financial and compliance audit to the Department as specified in Attachment 4 (Financial and

Compliance Audit Form) and ensure that all related party transactions are disclosed to the auditor.

2. Include the aforementioned audit and record keeping requirements, as well as the requirements of s. 215.97, F.S., in all approved subcontracts and assignments.

3. If this contract indicates that the Contractor is a recipient or subrecipient, the Contractor shall comply with the requirements of s. 215.97,

F.S., and perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:

i. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures.

Contractor must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) In compliance with laws, rules and regulations applicable to expenditures of State funds including, but not limited to, the Reference Guide for State Expenditures;
- 2) Reasonable; and
- 3) Necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

[The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.]

ii. Financial Report. The Contractor shall submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

iii. Pursuant to s. 215.971, F.S., the Contractor shall administer state financial assistance received as follows:

- 1) Expend funds only for allowable costs resulting from obligations incurred during the specified agreement period;
- 2) Any balance of unobligated funds which has been advanced or paid to the Contractor shall be refunded to the Department; and
- 3) Funds paid by the Department in excess of the amount to which the Contractor is entitled under the terms and conditions of this contract shall be refunded to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

30. Public Records. The Contractor shall allow Department access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) and subsection 119.0701(3), F.S., made or received by the Contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this contract, and may result in a civil action being filed against the Contractor pursuant to subsection 119.0701(4), F.S..

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the Contractor of trade secret (proprietary) confidentiality for any information contained in the Contractor's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 30.b.

b. The Contractor must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Contractor shall include information correlating the nature of the claims to the particular protected information.

c. The Department, when required to comply with a public records request including documents submitted by the Contractor, may require the Contractor to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 30.b. Accompanying the submission shall be an updated version of the justification under Section 30.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Contractor fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Contractor shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

e. Subsection 215.985(16), F.S., requires the State's Chief Financial Officer to provide public access to a State contract management system. As a result the Department of Financial Services (DFS) developed a web-based system called the "Florida Accountability Contract Tracking System" (FACTS) that provides information and documentation about State government contracts to the public. A copy of this contract and any amendments, renewals, and extensions thereof will be posted in FACTS. The Contractor shall notify the Department in writing if it intends to defend the confidentiality of such public records through the completion of Attachment 3, "Affidavit - Notice of Trade Secret", to be submitted to the Department at the time of signature of this contract by the Contractor. If not filed within such time, the Contractor is deemed to have released the Department from liability for disclosure of the applicable public records.

f. The Contractor shall comply with the following requirements of section 119.0701, F.S.:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public record, 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.
3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the 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 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.

- g. 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:

DBPR Public Records Coordinator
2601 Blair Stone Road
Tallahassee, FL. 32399-1040
Telephone: 850-717-1185
Email: legalpublicrecords@myfloridalicense.com

31. **Data Security.** For contracts requiring Contractor access to or use of Department information technology systems or software, the Contractor shall comply with the information technology and data security provisions specified in Attachment 10.
32. **Financial Penalties for Failure to Take Corrective Action.**
- a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Contractor.
33. **The following termination provisions apply to this Contract:**
- a. This contract may be terminated by the Department without cause upon notice in writing to the Contractor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Department's contract manager or the representative of the Contractor responsible for administration of the program.
- b. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed.
- c. In the event the Contractor fails to fully comply with the terms and conditions of this contract, the Department may terminate this contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Contractor after Contractor's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate this contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Contractor.
34. **Dispute Resolution.** Any dispute concerning performance of this contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Contractor. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Contractor delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Contractor shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Contractor concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 33.

35. Other Terms

a. Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Contractor responsible for administration of the program, to the designated address contained in this contract.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida.

c. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Section 946.515(2), 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 products it offers is available at <http://www.pride-enterprises.org>.

d. **RESPECT.** In accordance with Section 413.036(3), F.S., if a product or service required for the performance of this contract is on the procurement list established pursuant to Section 413.035(2), 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, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), 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 STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

e. The Contractor shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of section 403.7065, F.S.

f. The Contractor shall provide a monthly Minority Business Enterprise and Service-Disabled Veteran Business Enterprise report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/materials suppliers for the current month and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Business Enterprise participant and must be sent to the Department's contract manager. The Office of Supplier Diversity at (850) 487-0915 can assist in furnishing names of qualified minority businesses. The Department Minority Business Coordinator can be reached at (850) 717-1370 and will assist with any questions.

g. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of this contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Core Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Contractor and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Contractor's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1. Attachment I and other attachments, if any;
2. Any documents incorporated into any attachment by reference;
3. This Core Contract;
4. Any documents incorporated into this Core Contract by reference.

36. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to a written amendment and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

37. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 7 of this contract, the Contractor is required to comply with the following requirements, as applicable to its performance under this contract. The Contractor

acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this contract.

a. Federal Law

Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department.

Pursuant to Executive Order 11-116, signed on January 4, 2011, the Department shall require the Contractor to:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term; and
- Include in all subcontracts under this contract, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Contractor shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, pregnancy, or marital status. Further, the Contractor agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and DBPR Policy # 1002-0022, Unlawful Discrimination and Harassment. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Contractor shall complete the Civil Rights Compliance Checklist in accordance with DBPR Policy # 1002-0022, Unlawful Discrimination and Harassment, and 45 CFR 80. This is required of all Contractors that have fifteen (15) or more employees.

c. Use of Funds for Lobbying Prohibited. The Contractor shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. Public Entity Crime and Discriminatory Contractors. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. Whistleblower's Act Requirements. In accordance with subsection 112.3187(2), F.S., the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations, or the Whistle-blower's Hotline number at 1-800-543-5353.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 6.

IN WITNESS THEREOF, the parties hereto have caused this 51 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: FLORIDA ENGINEERS MANAGEMENT CORPORATION (FEMC)

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Signature:

Print/Type

Name:

Art Nordlinger, PE

Title:

Board Chairman

Date:

6/9/21

Signature:

Print/Type

Name:

Julie I. Brown

Title:

Secretary

Date:

06/14/21

STATE AGENCY 29 DIGIT FLAIR CODE: 79-50-2-547001-79050100-00-108020-00 79-50-2-547001-79050100-00-100399-00
Federal Tax ID # (or SSN): F593464045002 Provider Fiscal Year Ending Date: 06/30.

Attachment 1

SCOPE OF WORK

Contract # 21-00001

This Agreement is made and entered into between Florida Engineers Management Corporation, a not for profit Florida Corporation hereinafter referred to as "FEMC", and the Department of Business and Professional Regulation, herein after referred to as "Department", to set forth their mutual duties and responsibilities pursuant to Section 471.038, Florida Statutes.

I. Renewal

Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three (3) years after the initial contract, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds, satisfactory performance evaluations by the Department, and at the discretion of the Department. This contract may be renewed for a period not to exceed the original term of this contract, subject to annual funding appropriation by the Florida legislature.

II. Purpose

FEMC was created pursuant to Section 471.038, Florida Statutes, to provide administrative, investigative and prosecutorial services to the Florida Board of Professional Engineers ("FBPE") in accordance with the provisions of Chapters 455 and 471, Florida Statutes. Section 471.038, Florida Statutes, requires that FEMC operate under a written contract with the Department, which is to be approved by the FBPR, to provide the above outlined services.

III. Contract Manager

The Department shall assign a Contract Manager who shall ensure compliance with this Agreement and the provisions of Chapters 455 and 471, Florida Statutes. The Contract Manager shall act as a liaison between the Department and FEMC.

Upon request, FEMC shall allow the Contract Manager complete and immediate access to all data and records maintained by FEMC, including by not limited to the following:

- All documents to be presented to the Probable Cause Panel, including an Agenda, at the same time the materials are provided to the Panel members.
- All documents to be presented to the FBPE for final action, at the same time the materials are provided to the board members.

FEMC shall notify the Contract Manager of the following:

- Significant changes in management personnel;
- Significant communications with the Office of the Governor;
- Appellate action taken by a party in any disciplinary matter. FEMC is responsible for defending such appeals, but FEMC shall provide the initial brief and an outline of the proposed response and the supporting case law, to the Department's appellate

attorney and the Contract Monitor, 48 hours prior to its submission of any responsive brief.

- Information that may be the basis for an emergency suspension or restriction of license or be of such a nature that FEMC believes it warrants referral for criminal prosecution. The Department is solely responsible for the issuance of any emergency suspension orders.

FEMC shall respond to requests from the Contract Manager within seven (7) days or sooner if requested.

IV. Appointment of the Board Executive Director

FEMC shall select the President of the management corporation, who shall also serve as the Executive Director of the Board ("ED") subject to approval of the FBPE in accordance with Section 455.203(2), Florida Statutes. The Department shall be notified of the progress of any selection process for a *President* and be given an opportunity to comment on FEMC's potential selection.

V. Scope of Services

FEMC's services shall apply to all licenses under the jurisdiction of the FBPE, including special inspectors of threshold buildings. It is FEMC's responsibility to render services in compliance with the requirements of Chapter 119 (public records), Chapter 286 (open meetings), and 120 (administrative procedures), Florida Statutes, as limited by Chapters 455 and 471, Florida Statutes.

FEMC shall operate under a fiscal year that begins on July 1 and ends at midnight EDST on June 30 of each fiscal year.

A. Administrative Services

Administrative services to be provided to the FBPE are the following:

- Performing agency clerk functions;
- Preparing required reports;
- Responding to requests for public records pursuant to Florida law;
- Processing applications for licensure;
- Issuing initial license and notices of renewal;
- Renewing licenses;
- Collecting fees;
- Training new board members;
- Maintaining files;
- Maintaining inventory of FEMC property;
- Providing telecommunications systems;
- Providing a computer and licensing system pursuant to Section XIV, Technology;
- Providing examination services;
- Maintaining licensure records;
- Providing official certificates;
- Providing staff support services to the FBPE;
- Assisting as needed in rule promulgation;
- Scheduling, noticing, and planning FBPE meetings;

- Preparing FBPE agenda content including rulemaking, disciplinary licensing and other official action of the FBPE relative to the police powers of the State of Florida exercised through the FBPE;
- Supporting the conduct of FBPE meetings;
- Recording and preparing minutes of the FBPE meetings;
- Providing support to the probable cause panel; and
- Maintaining confidentiality of records as required by law.

B. Licensure Services

Licensure services to be provided to the FBPE are the following:

- Maintain licensure records, including historical licensure data and records of address changes, name changes and other licensure status changes;
- Issue initial licenses subsequent to the FBPE's determination of eligibility for licensure, and provide official certification of licensure records in its custody;
- Issue renewal licenses to active and inactive engineers, and special inspectors of threshold buildings, based on information given to FEMC by the FBPE;
- Ensure compliance with continuing education requirements, in accordance with Sections 471.017, 471.0195, and 553.841, Florida Statutes.
- Provide renewal notices and pending cancellations of a license as required in Section 455.273, Florida Statutes; and
- Maintain and provide licensing information to licensees, prospective licensees and the public consistent with Florida and applicable federal law.

FEMC shall use the Department's licensure management system (Versa: Regulation) until such time as FEMC is authorized to develop and implement its own licensure management system. Both parties agree that information entered into Versa: Regulation may require the Department's assistance to retrieve. The Department will make all efforts to provide the information to FEMC in a timely manner. Both parties acknowledge that the use of the Versa: Regulation system allows for shared information. Both parties agree that certain information is required to remain confidential under Chapter 455 and Chapter 119, Florida Statutes, including but not limited to social security numbers, unless otherwise provided by law, and complaint and investigations information as provided under Section 455.225(10) and 471.038(7), Florida Statutes.

All applications, licensure, disciplinary, and renewal services shall utilize the Versa: Regulation system. The Department shall take full responsibility and liability for the security of records and data submitted by FEMC to the Versa: Regulation system. The Department shall make the Versa: Regulation system available to FEMC staff at all times that it is available to Department staff. All maintenance and support of the Versa: Regulation system will be performed by the Department.

C. Test-related Services

Test-related services to be provided to the FBPE are the following:

- Provide to FBPE complete files of all applications of candidates seeking licensure;

- Administer the examination provided by the National Council of Examinations for Engineers and Surveyors (NCEES), in accordance with Rule 61G15-21.001, Florida Administrative Code;
- Ensure examination security during the transportation of examinations and overnight storage examinations;
- Ensure that sites are available to hold the examination, and ensure that there is an appropriate level of monitoring during the examination;
- Ensure that examination results are reported to the candidates;
- Ensure the preparation and administration of the examinations in an applicant's native language if necessary pursuant to Section 455.218, Florida Statutes, and collect the necessary costs in the event it is determined by a court of competent jurisdiction that the FBPE is required to have the examinations translated;
- Provide for examination of foreign-trained professionals pursuant to Section 455.218, Florida Statutes, if required by a court of competent jurisdiction;
- Ensure necessary special accommodations including, but not limited to, compliance with Chapter 553, Part II, Florida Statutes, and Federal ADA requirements and religious considerations;
- Maintain and monitor a contract with a national testing vendor for the engineering examinations as required by Chapter 471, Florida Statutes, and as approved by the FBPE; and
- Ensure the adequacy of the examinations, the maintenance of examination records, and the compliance with all testing requirements of Section 455.217, Florida Statutes.

D. Prosecutorial Services

Prosecutorial services to be provided for both licensed and unlicensed activity are the following:

- Coordinate with investigators;
- Review and take appropriate action on complaints;
- Prepare cases for presentation to probable cause panel;
- Prepare administrative complaints, notices of noncompliance and citations;
- Prosecute complaints at disciplinary hearings;
- Prosecute appeals;
- Maintain complaint database in Versa: Regulation system;
- Report alleged criminal violations to the Department and appropriate authorities;
- Receive requests from the Department for the prosecution of cases opened and investigated by the Department;
- Report any action that may be considered for emergency suspension or restriction of practice to the Department for review and possible action;
- Review disciplinary guidelines; and
- Provide prosecutorial services at mediations.

FEMC must file a copy of all administrative complaints, final orders and notices of appeal (filed by any party) with the Department's Agency Clerk as soon as is practicable.

E. Investigative Services

Investigative services to be provided for both licensed and unlicensed activity are the following:

- Receive complaints;
- Interview complainants;
- Interview witnesses;
- Issue subpoenas;
- Interview subjects of complaints;
- Take sworn statements;
- Compile documentary evidence;
- Prepare investigative reports;
- Coordinate with prosecutors;
- Hire experts when necessary;
- Testify at hearings;
- Coordinate investigative activities with appropriate regulatory and law enforcement agencies; and
- Report any action that may be considered for emergency suspension or emergency restriction of practice to the Department for review and possible action.

F. Services not to be provided by FEMC

1. Except when providing those prosecutorial and investigative services set forth in this Agreement, FEMC shall not exercise the police powers inherent in the Department and the FBPE under Chapters 455 and 471, Florida Statutes, including determining probable cause to pursue disciplinary action against a licensee, taking final action on license applications or in disciplinary cases, or adopting administrative rules under Chapter 120, Florida Statutes. Prosecutorial servicing shall only be executed in the name of FBPE.
2. The responsibility for the supervision of this Agreement remains solely with the FBPE.
3. FEMC shall not perform any activities related to rulemaking, disciplinary, licensing and other official actions of the FBPE, except that FEMC staff may process the necessary paperwork for these activities at the direction of the FBPE.
4. Lobbying activities, in accordance with Section 216.347, Florida Statutes
5. FEMC shall not issue emergency suspension or restriction orders.

G. Corrective Plans

FEMC shall develop corrective plans to respond to deficiencies that result in noncompliance with performance standard provisions of Rule 61G15-37.001, Florida Administrative Code, or that result in noncompliance with this Agreement as determined by the Contract Monitor.

A corrective plan must include:

- A description of the deficiency;
- The impact of the deficiency;

- An action plan to correct the deficiency;
- The responsible individuals to implement the action plan;
- A time line for implementing the action plan that is consistent with the severity of the deficiency; and
- The estimated cost of implementing the corrective plan

The corrective plan must be submitted electronically to the Contract Manager within seven (7) business days of a request by the Contract Manager and with the Quarterly report, unless more time has been requested by the FEMC and approved by the Contract Manager. The Department reserves the right to determine the efficacy of corrective action plans submitted by the FEMC.

VI. Required Documentation

FEMC shall maintain documentation evidencing performance of its duties under this Agreement. Documentation showing the following must be maintained:

- A. Compliance with performance standards specified in Rule 61G15-37.001, Florida Administrative Code;
- B. Action taken on requests from the Contract Monitor, per Section IV, Contract Monitor, of this Agreement.
- C. Information related to disciplinary actions;
- D. Action taken regarding the failure of FEMC to comply with any provision of the Agreement;
- E. Legal cases in which FEMC has not been the prevailing party, to include copies of final orders and specify cases where attorney fees have been awarded;
- F. Establishment and implementation of corrective plans as required by Section VI (G.) of this Agreement;
- G. Expenditures and cash balances;
- H. Actual and projected monthly expenditures;
- I. Long-range estimates of the revenue required to carry out all provisions of law relating to the regulation of the profession, for a five year period as required in Sections 455.204 and 455.219 of the Florida Statutes; and
- J. Information related to licensure.

VII. Deliverables

The following must be received timely and accepted by the Contract Manager:

A. Monthly Report of Actual and Projected Expenditures

FEMC shall provide to the Contract Monitor, by the 15th day of each month or the closest business day after the 15th if the 15th falls on a weekend or a holiday, a spreadsheet report of all actual and projected expenditures for the contract period. The spreadsheet will be in a format approved by the Department.

B. Quarterly Reports

FEMC shall provide an electronic quarterly report, thirty (30) days after the close of each quarter, to the Contract Monitor and the FEMC Board of Directors, including the following:

1. The status of the performance standards adopted by Rule 61G15-37.001, Florida Administrative Code.
2. Compliance with priority referrals from the Contract Monitor, per Section IV, Contract Monitor, of this agreement.
3. Information regarding disciplinary actions as follows:
 - a. A list and status of all complaints made during this Agreement (open and closed, licensed and unlicensed). Status information should include:
 - The name of the complainant;
 - The name and license number of subject;
 - The date of the complaint;
 - The alleged violation;
 - The last action taken; and
 - The next appropriate action recommended
 - b. A list of all cases FEMC closed as legally insufficient since the last report;
 - c. A list showing the status of compliance with all final orders with pending provisions; and
 - d. A list of all cases where the alleged violation is for unlicensed activity and the subject also holds a license with another profession within the Department.
4. Information regarding the failure of FEMC to comply with any provision of the Agreement.
5. A list of all legal cases where FEMC has not been the prevailing party. The list must include copies of final orders and specify cases where attorney fees have been awarded.
6. Corrective plans as required by Section VI (G.) of this Agreement.
7. A detailed report of expenditures and cash balance, including information required by Section VII (G.) of this Agreement.
8. Long-range estimates of revenue, as required by this Agreement (to be provided in the first quarterly report).
9. A report which details the following information for the last completed quarter, with disciplinary information reported distinctly for licensed and unlicensed activity:
 - Number of license renewals;
 - Number of license applications received;
 - Number of licenses approved and denied;
 - Number of licenses issued;
 - Average time required to issue a license;
 - Number of complaints received;
 - Number of complaints determined to be legally sufficient;
 - Number of complaints dismissed;

- Number of complaints determined to have probable cause;
- Number of administrative complaints issued and the status of the complaints; and
- Number and nature of disciplinary actions taken by the FBPE.

C. Annual Report

On or before October 1, of each year (2021-2025), in accordance with Section 471.038(3)(m), Florida Statutes, FEMC shall submit to the Secretary of the Department, the FBPE and the Legislature, a report on the status of FEMC. The report must include the following information, reported for the fiscal year ending June 30th of each year:

- Programs and funds that have been transferred to FEMC;
- Number of license renewals;
- Number of license applications received;
- Number approved, denied and issued licenses;
- Average time required to issue a license;
- Number of examinations administered and the number of applicants who passed or failed the examination.
- Number of complaints received, together with the number of complaints determined to be legally sufficient, how many were dismissed, how many were determined to have probable cause;
- Number of administrative complaints issued and the status of the administrative complaints;
- Number and nature of the disciplinary actions taken by the FBPE. These disciplinary numbers shall be distinct for licensed and unlicensed activity.

Receipt of reports by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract. The Department, at its option, may allow additional time where the Contractor may remedy the objections noted by the Department.

D. Annual Certification

On our before October 1st of each year in accordance with Section 471.038(3)(j)2., F.S., FBPE and the Department shall review the performance of FEMC under the contract for each year ending June 30th (2021-2025). If it is determined that FEMC performed under that Agreement in a manner that is consistent with the goals and purposes of FBPE an in the best interest of the State, FBPE and the Department shall certify such. This certification shall be recorded in the FBPE minutes. Should the Department fail to certify FEMC by the aforementioned deadlines, FEMC shall be deemed certified. Upon a determination made by the FBPE and the Department at any time during the term of the Agreement that FEMC no longer operates for benefit of the FBPE and in the best interest of the State, all monies and property held in trust by FEMC shall revert to the FBPE, or the State if the FBPE ceases to exist.

Evidence of FEMC's engagement of an independent certified public accountant to conduct an audit as required by this Agreement shall be provided to the Department no later than October 1st of each year.

F. Insurance & Bond

Proof of liability insurance and a performance bond, as required by Section 471.038(3)(j)5, Florida Statutes, and this Agreement.

G. Litigation Inventory Schedule

On or before September 15th of each year (2021-2025), FEMC shall submit an Agency Litigation Inventory Schedule, using the format shown in Attachment 6.

H. Budget

On or before June 1st of each year, EMC shall submit a proposed budget for Grants and Aid and Proposed Budget for Unlicensed Activity for Fiscal Year 2021-2022, 2022-2023, 2023-2024, and 2024-2025, which shall be attached hereto collectively as Attachment 7, Proposed Budget.

A change in a budget line item above the approved budgeted amount of \$15,000 or 15%, whichever is lesser, shall be allowed without any prior approval by the Department. The Department shall be notified in writing at the time of any such budget change.

I. Budget Amendment

If FEMC determines that a required change in the budget line item is estimated to be greater than \$15,000 or 15%, or if the new budget line item needs to be added or an existing item needs to be deleted from the approved Proposed Budget, FEMC shall submit a request for a budget amendment to the Department fourteen (14) business days prior to incurring the expense. In addition to the foregoing, on or before June 1st of each year (2021-2025), FEMC shall submit a proposed budget amendment of unexpended funds for the fiscal year ending June 30th (2021-2025). The proposed budget amendment shall be submitted to the Department's Director of Administration and Financial Services, with a copy to the Contract Manager and FBPE. The Department shall either approve or deny the proposed budget amendment within ten (10) business days of receipt of the request. Failure by the Department to respond within ten (10) business days of receipt of the proposed budget amendment shall constitute approval by the Department of the budget amendment. Such modification cannot be made retroactive. Approved request shall be signed by both parties, incorporated into the contract as an appendix to Attachment 7, and maintained in both parties' contract files for audit purposes.

J. Legislative Budget Requests

FEMC shall submit to the Department a legislative budget request justifying any additional funding needs each Fiscal Year (2021-2025) as directed by the Department's Director of Administration and Financial Services.

VIII. Financial Consequences

If FEMC fails to meet the minimum level of service or performance as identified in this contract, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section X.

IX. Financial Penalties for Failure to Take Corrective Action

- A. Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- B. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during this period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- C. Noncompliance involving the provision of service shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- D. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Contractor.

X. Funding

- A. The total funding of this Agreement is **\$2,170,875.00 annually** and **\$8,683,500.00 for the contract period**, subject to appropriation and release by the Legislature. The Legislature has appropriated Two Million Seventy Thousand Dollars (**\$2,070,000.00**) allocated to the regulation of professional engineers and special inspectors of threshold buildings from the Professional Regulation Trust Fund to the first fiscal year of this agreement.

The Department has approved the use of One Hundred Thousand Eight Hundred Seventy-Five Dollars (**\$100,875.00**) from the unlicensed activity funds allocation for the first fiscal year of this contract. The unlicensed activity funds are to be utilized by the FBPE to perform the duties related to unlicensed activity pursuant to Chapter 455, Florida Statutes.

The Department's performance and obligation to pay under this Agreement is contingent upon the annual appropriation and release by the Legislature in a "grant and aids category."

B. Method of Payment

1. Payment Clause

(Fixed Price- Professional Regulation Trust Fund) The Department shall pay the contractor for delivery of service units provided in accordance with the terms of this contract for a dollar amount of \$517,500.00 per quarter, not to exceed a total of \$2,070,000.00 annually or \$8,280,000.00 for the entire contract period, subject to the availability of funds.

An advance payment not to exceed 25 percent of the contract amount may be made as soon after July 1st of each fiscal year (2021-2025), as feasible. The remaining funding will be provided in equal payments on a quarterly basis beginning on or after October 1, January 1, and April 1 of each year (2021-2025).

In the event FEMC's expenses exceed its draw in any given quarter, and the cash balance available is insufficient to cover those expenses, FEMC may request an advance of funds, not to exceed Two Hundred Thousand Dollars (\$200,000.00). Advancement of funds is subject to the approval of budget release pursuant to sections 216.192(1) and 216.177(2)(a), Florida Statutes.

(Cost Reimbursement- Unlicensed Activity Funds) The Department shall reimburse FEMC for allowable expenditures incurred pursuant to the terms of this contract for a dollar amount not to exceed \$100,875.00 annually, and \$403,500.00 for the contract period, subject to the availability of funds.

2. Invoice Requirements

(Fixed Price) FEMC shall request payment quarterly or as often as activity has been performed on behalf of the program through submission of a properly completed invoice within fifteen (15) days following the end of the quarter for which payment is being requested.

(Cost Reimbursement) FEMC shall request reimbursement on a monthly basis or as often as activity has been performed on behalf of the program through submission of a properly completed cost reimbursement invoice within fifteen (15) days following the end of the month for which reimbursement is being requested.

Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified in the line item budget (Attachment 7). The approved line item budget may be modified only through amendment to the contract initiated by a written request that includes justification supporting the need for modification. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

3. Supporting Documentation

(Fixed Price) Invoices shall include Deliverables as stated in Section VII above. FEMC shall retain sufficient records documenting services provided so that an audit trail can be maintained.

(Cost Reimbursement) Reimbursement requests from FEMC for Unlicensed Activity expenditures will include supporting documentation for all requests. Examples include but are not limited to; for Professional Service Fees an actual invoice showing the service and amount due and copy of cleared check; for hardware or software an actual invoice and copy of paid check; for travel [e.g. bills for travel submitted in accordance with s.122.061,F.S.] actual invoices and copy of paid check; for office

supplies, telephone bills, number of copies at per copy rate and number of mailings at postage rate; and for Administrative Services or Staff time, timesheets showing actual or estimated percentage of time spent, rate of pay and related payroll expenses applied. FEMC must maintain records documenting the expenditures so that an audit trail documenting the service provisions is available.

XI. Revenue

- A. FEMC shall be responsible for the collection and processing of application fees, initial licensure fees, active renewal fees, inactive renewal fees, delinquency and reactivation fees, reimbursement of administrative costs, fines, and other miscellaneous revenue. In accordance with Section 116.01, Florida Statutes, FEMC shall deposit all receipts to the State concentration account to the credit of the Professional Regulation Trust Fund no later than seven (7) working days from the close of the week in which FEMC received the funds. The Department will provide FEMC with sequentially numbered deposit slips. Each deposit slip must be accounted for. FEMC will stamp the back of all checks deposited with the endorsement contained in Attachment 1, Endorsement Stamp.
- B. All revenue collected by FEMC shall be entered in Versa: Regulation system using the appropriate "object code" listed in **Attachment 5, Fee Codes**.
- C. FEMC is responsible for collecting or earmarking out of current licensure fees the \$5.00 fee for unlicensed activity is provided for in Section 455.2281, Florida Statutes. Fees collected under Section 455.2281, Florida Statutes, may be used by the FBPE to perform duties relating to unlicensed activity as contemplated in Section 471.038(5), Florida Statutes, subject to appropriation by the Legislature and allocations made by the Department. This information shall be tracked by FEMC in Versa: Regulation.
- D. FEMC shall have in place a method (subject to approval by the Department) to collect checks written on insufficient funds ("bad checks").
- E. FEMC shall maintain licensing fees that are not excessive but that are adequate to cover projected costs and maintain a 5% cash balance. If fees are excessive, the board may implement a waiver of license renewal fees for a period not to exceed two (2) years pursuant to Section 455.219, Florida Statutes.
- F. FEMC shall record and report accounts receivable (if any) pursuant to the Department's policy as provided in **Attachment 8**.
- G. Funds advanced to FEMC shall be deposited in a separate interest bearing account until the balance, not including the interest, is totally expended for the purposes allowed by the Agreement. All interest income attributable to or derived from funds advanced to FEMC shall be returned on a quarterly basis to the Department and will remain as cash to the credit of the FBPE within the Professional Regulation Trust Fund.

- G. FEMC shall comply with s. 112.061, Florida Statutes, and the guidelines found in the Reference Guide for state travel expenses to its travel expenditures.

XIII. Insurance

A. Liability Insurance

FEMC shall secure and maintain during the term of this contract and for all acts performed during the term of this contract, the insurance coverage required by Section 471.038 (3) (j) 5, Florida Statutes. FEMC shall ensure that all of the insurers indicated on the insurance policies are qualified and do business with the State of Florida.

FEMC shall secure and maintain all commercially available insurance to meet the requirements of Section 471.038(3)(j) 5, Florida Statutes. Both parties acknowledge that Section 471.038(3)(j)5, Florida Statutes, does not require FEMC to obtain coverage for itself and the Department which is not obtainable for public policy reasons. However, if at any time it is determined that insurance becomes available which would otherwise be required under statute, FEMC will immediately acquire such insurance. Failure by FEMC to secure and maintain the insurance coverage provided for in this paragraph or in violation of Section 471.038(3)(j)5, Florida Statutes, shall be grounds for terminating this Agreement.

B. Performance Bond

FEMC shall provide for non-employees charged with the responsibility of receiving and depositing fee and fine revenues to have a faithful performance bond in the amount of Five Hundred Thousand Dollars (\$500,000.00), as required by Section 471.038(3)(j)5., Florida Statutes, and this Agreement.

XIV. General Provisions

A. Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Florida, and venue and jurisdiction for any disputes arising out of this Agreement shall be in the state courts of Leon County, Florida.

The parties agree that any disputes between the parties regarding their responsibilities under this Agreement or any provision of Florida Law should be resolved as soon as possible at the lowest level possible in the most informal manner possible in order to conserve the resources of the parties. The parties agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes. FEMC recognizes that the Department is mandated by Florida Statutes with the monitoring of FEMC's activities, and after consultation with the FBPE, has the authority to resolve disputes.

The parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of this agreement.

B. Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of that party or its officers, employees, or agents. Furthermore, any claim of liability asserted against the Department is subject to the limitations of Section 768.28, Florida Statutes.

FEMC shall provide all necessary services to manage its own corporation, including but not limited to finance and accounting and personnel administration. FEMC shall make only prudent expenditures directly related to the responsibilities of the FBPE, and in accordance with this Agreement. FEMC shall maintain all records in accordance with the guidelines of the Department of State and shall not destroy any records prior to the limits imposed by the Department of State. FEMC shall maintain an approved Procurement Policy and Code of Ethics that governs its directors and employees.

FEMC employees and its Board of Directors are not public employees for the purpose of Chapters 110 or 112, Florida Statutes, except that the Board of Directors and the President of FEMC are subject to the provisions of Section 112.061, 112.313(1)-(8) and 112.3135, Florida Statutes. The Department's Office of Inspector General is authorized to perform duties related to members of the Board of Directors of FEMC and its President as set forth in Section 20.055, Florida Statutes, related to violations of Sections 112.061, 112.313(1)-(8) and 112.3135, Florida Statutes. Nothing herein shall prohibit FEMC from disciplining its directors and President or FBPR from taking appropriate action. The Executive Office of the Governor is authorized to impose the penalties cited in Section 112.317, Florida Statutes, for violations of sections 112.313(1)-(8) and 112.3135, Florida Statutes, by members of FEMC's Board of Directors or its President.

C. Other Employment

FEMC shall not engage the services of any person or persons now employed by the State of Florida, including any department or subdivision thereof, to provide services relating to this Agreement without written consent of the employer of such persons and of this Department. Also, if FEMC is otherwise employed by the State of Florida during the term of this agreement, FEMC represents that FEMC has complied with all applicable provisions of Sections 216.262(1)(d) and 112.3185, Florida Statutes, and all applicable regulations regarding outside or dual employment and compensation.

D. Costs Incurred

FEMC shall be responsible for the acquisition of property, equipment, and supplies necessary to fulfill the requirements of this Agreement. Any leasing or reservation of space to perform this Agreement will be the sole responsibility of FEMC

E. Termination

Upon termination of this Agreement or revision thereof whereby FEMC no longer is approved to provide services as contemplated by this Agreement, all monies, records, data and property held in trust by FEMC for the benefit of FBPE shall revert to the FBPE or to the State of Florida if the FBPE ceases to exist. In the event of contract termination, FEMC shall be responsible for ensuring that all data relating to licensure and discipline can be converted to use on Department systems and FEMC is solely responsible for the cost of such conversion.

Failure to comply with any part of this Agreement shall be grounds for the Department to terminate this Agreement for default without prior notice or opportunity to cure.

F. Entire Contract

This Agreement and the following attachments constitute the entire Agreement of the parties:

- Attachment 1- Scope of Work
- Attachment 2-Certifications and Assurances
- Attachment 3- Affidavit- Notice of Trade Secret
- Attachment 4- Financial and Compliance Audit Form
- Attachment 5- Fee Codes
- Attachment 6- Schedule VII: Agency Litigation Inventory
- Attachment 7- Proposed Budget for Year Ending June 30, 2021 (Grants and Aid/ Unlicensed Activity)
- Attachment 8- Accounts Receivable and Write-Off Policies and Procedures
- Attachment 9- Year- End Incurred Obligations Procedure
- Attachment 10- Department Information Technology Resources and Data Access Security
- Attachment 11- Endorsement Stamp

No other agreement or modification to this Agreement, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modification must be in writing, expressly titled an amendment to this Agreement, attached to this Agreement, and signed by both parties.

XV. Special Provisions

A. Provider Liability and Indemnity

The FEMC's obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, Florida Statutes, or other applicable law, and without waiving the limits of sovereign immunity. This section shall supersede Section 9 of the Core Contract.

B. Insurance

The FEMC shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the FBPE accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the FEMC and the clients to be served under this contract. The limits of coverage under each policy maintained by the FEMC do not limit the FEMC's liability and obligations under this contract. Upon execution of this contract, FEMC shall furnish the Department written verification supporting both determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance if specified in this contract. This section supersedes Section 10 of the Core Contract.

verification supporting both determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance if specified in this contract. This section supersedes Section 10 of the Core Contract.

C. Payment on invoices

Payment on invoices shall be in accordance with Section XI of this Scope of Work. This section supersedes Section 19, 20 and 24 of the Core Contract.

D. Publicity

For the purpose of this agreement, the FBPE and the FEMC logo is not a state seal and does not fall within the ambit of Section 15 of the Core Contract.

E. Sponsorship

Sections 15 and 16 of the Core Contract do not apply to FEMC and the FBPE but these sections do apply to any subcontractor of the FEMC or FBPE.

F. Executive Order 20-44

In accordance with Executive Order 20-44, the contractor shall:

1. Provide an annual report detailing total compensation for FEMC's executive leadership teams, and what percentage of compensation comes from State or Federal allocations. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
2. Contractor agrees to inform the Department of any changes in total executive compensation between annual reports.

End of Attachment 1 (Scope of Work)

**Attachment 2
CERTIFICATIONS AND ASSURANCES**

The Department will not award this contract unless the Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, the Contractor provides the following certifications and assurances:

- A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction (29 CFR Part 95 and 45 CFR Part 74)**
- B. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- C. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- D. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- E. Certification Regarding Scrutinized Companies Lists and Business Operations in Cuba or Syria, Section 287.135, F.S.**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 45 CFR Part 74).

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.

B. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to

the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the department and the United States have the right to seek judicial enforcement of the assurance.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

The Contractor understands and agrees that it is required to inform the Department immediately upon any change of circumstances regarding this status.

D. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117).

As a condition of this contract, the Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

E. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS AND BUSINESS OPERATIONS IN CUBA OR SYRIA, SECTION 287.135, F.S.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Contractor hereby certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

In executing this contract in any amount, the Contractor hereby certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.473(2)(a), F.S., and is not engaged in a Boycott of Israel.

These lists are created pursuant to section 215.473, F.S.

The Contractor understands that pursuant to section 287.135(3)(a)4., F.S., the submission of a false certification, or if a Contractor is found to have been placed on any of the Scrutinized Companies Lists, may subject the Contractor to civil penalties, attorney's fees and/or costs, and immediate contract termination.

The preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods and services applies to contracts of \$1 million dollars or more with a company engaged in scrutinized business operations; and contracts of any amount with a company placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.

By signing below, the Contractor certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

- End of Attachment 2 -

Attachment 3
AFFIDAVIT - NOTICE OF TRADE SECRET

I, _____ (Name of Affiant), the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury, the following:

1. I am an authorized representative of _____ (Contractor Name), and I am duly empowered and authorized to certify under oath to the truth of the statements contained in this affidavit.
2. Based upon our review/determination of all contract documents for any trade secret information meeting the statutory definition provided in subsection 812.081(1)(c), F.S., there are documents or information claimed to be trade secrets under Florida law pertaining to our entities response to the formal solicitation and related materials in _____ (DBPR Contract Number). YES ___ or NO___ (Check one)

Executed this _____ day of _____, 20____, in _____.

[Name of Affiant]

[Title of Affiant]

Notary Public
My commission expires: _____

AFTER CONTRACT EXECUTION

3. Upon receipt of the fully executed contract _____ (DBPR Contract Number) and if in the initial submission of this affidavit to the Department the Contractor indicated a YES response to Section 2 above, the Contractor shall complete this Section 3 and resubmit this affidavit accompanied by a redacted copy of this contract to the Department within three (3) business days of receipt of the fully executed contract. The Contractor states that:

All documents or information claimed to be trade secrets under Florida law have been redacted in the electronic copy of the response to the formal solicitation and related materials in _____ (DBPR Contract Number) provided to the Department of Business and Professional regulation under cover letter dated _____, 20____. Further, _____ (Contractor Name):

- a. Considers the redacted information to be trade secret that has value and provides an advantage or opportunity to obtain an advantage over those who do not know or use it.
- b. Has taken measures to prevent the disclosure of the redacted trade secret information to anyone other than those who have been selected to have access for limited purposes, and such measures continue to be taken.
- c. States that the redacted trade secret information is not, and has not been, reasonably obtainable, without consent, by other persons by use of legitimate means.
- d. States that the redacted trade secret information is not publicly available elsewhere.

Executed this _____ day of _____, 20____, in _____.

[Name of Affiant]

[Title of Affiant]

Notary Public
My commission expires: _____

- End of Attachment 3 -

**Attachment 4
Financial and Compliance Audit Form**

The administration of resources awarded by the Department of Business and Professional Regulation (Department) to the recipient may be subject to audits and/or monitoring as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

In the event the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part 1, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources.

(NOTE: If applicable, Department program office should address other miscellaneous matters affecting Part I audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART II: STATE REQUIREMENTS

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

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

(NOTE: The Department program office should address other miscellaneous matters affecting Part II audits, *such as* Web sites where information that would help facilitate the recipient's compliance can be obtained.)

In connection with the audit requirements addressed in paragraph 2 of Part II: State Requirements, the schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. Department Contract manager for this agreement (1 copy): [Name and Address]
- B. Department of Business and Professional Regulation (1 electronic copy and management letter, if issued)

Office of the Inspector General

2601 Blair Stone Road
Tallahassee, FL. 32399-0791

- C. The Federal Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- D. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

- A. Department Contract manager for this agreement (1 copy):

Aimee Odom, FCCM
2601 Blair Stone Road
Tallahassee, FL 32399

- B. Department of Business and Professional Regulation (1 electronic copy and management letter, if issued)

Office of the Inspector General
2601 Blair Stone Road
Tallahassee, FL. 32399-0791

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Department Contract manager for this agreement (1 copy):

Aimee Odom, FCCM
2601 Blair Stone Road
Tallahassee, FL 32399

Department of Business and Professional Regulation (1 electronic copy and management letter, if issued)

Office of the Inspector General
2601 Blair Stone Road
Tallahassee, FL. 32399-0791

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

Auditor General's Office
Room 401, Pepper Building

111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

(a) EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount) *N/A*

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows: *N/A*

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project: Department of Business and Professional Regulation, Florida Engineers Management Corporation (FEMC) #79.001, \$2,170,875.00 annually.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The department has allotted \$100,875 from the unlicensed activity account established under s. 455.2281 to be used by the Board of professional Engineers (FBPE) to perform the duties relating to unlicensed activity. FEMC shall provide administrative, investigative and prosecutorial services to FBPE in accordance with S. 471.038, F.S., and make only prudent expenditures directly related to the responsibilities of the board, and in accordance with the contract required by section 471.038, Florida Statutes.

FEMC shall not perform the following services:

(1) *Except when providing those prosecutorial and investigative services set forth in Section IV (D) and (E) of this Agreement, FEMC shall not exercise the police powers inherent in the Department and the FBPE under Chapters 455 or 471, Florida Statutes, including determining probable cause to pursue disciplinary action against a licensee other than failure to comply with final orders of the Board as set forth in Rule 61G15-18.005*

(2) *Florida Administrative Code, taking final action on license applications or in disciplinary cases, or adopting administrative rules under Chapter 120, Florida Statutes. Prosecutorial servicing shall only be executed in the name of the Florida Board of Professional Engineers.*

(3) *Any and all activities with relation to rulemaking, disciplinary, licensing and other official actions of the FBPE; except that FEMC staff may process the necessary paperwork for these activities at the direction of the FBPE.*

(4) *Lobbying activities on behalf of the FBPE.*

(5) *FEMC shall not have the authority to issue emergency suspension or restriction orders.*

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

End of Attachment 4

ATTACHMENT 5 FEE CODES

BOARD OF PROFESSIONAL ENGINEERS (FEMC)
79-50-2-547001
79-50-00-00-009

FEES- CATEGORY-000100

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
001101	22	APPLICATIONS
001102	22	PRTF LICENSE VERIFICATION
001108	22	DUPLICATES / NAME AND STATUS CHANGE
001159	22	APPLI FOR ENDORSEMENT- ENG INTERN CERTIFICATION

LICENSES- CATEGORY-000200

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
002101	22	APPLICATIONS / LICENSES
002102	22	RENEWAL
002103	22	PRTF INACTIVE
002104	22	REACTIVATION/REINSTATEMENT
002105	22	DELINQUENT CHARGES
002106	22	PRTF UNLICENSED ACTIVITY

MISC. RECEIPTS- CATEGORY-000400

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
004021	22	UNCLAIMED REFUNDS
004022	22	REVENUE REFUNDS
004027	22	UNASSIGNED
004029	22	UNLICENSED ACTIVITY REFUNDS

INTEREST- CATEGORY-000500

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
005005	22	INTEREST FROM REVOLVING FUND

FINES, FORFEITURES, JUDGMENTS AND PENALTIES- CATEGORY-001200

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
012000	22	FINES/FORFEIT./JUDGMENTS/ASSESSMNTS
012002	22	CITATIONS

PENALTIES- CATEGORY-001202

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
012094	22	SERVICE CHARGE COLLECTED ON RETURNED CHECKS

REFUNDS- CATEGORY-001800

<u>OBJECT</u>	<u>EO</u>	<u>TITLE</u>
018000	11	REFUNDS
	22	REFUNDS
018050	22	REIMBURSEMENT OF COSTS

ATTACHMENT 6
SCHEDULE VII: AGENCY LITIGATION INVENTORY

Schedule VII: Agency Litigation Inventory	
<i>For directions on completing this schedule, please see the "Legislative budget request (LBR) Instructions" located on the Governor's website.</i>	
Agency:	
Contact Person:	Phone Number:
Names of the Case: (If no case name, list the names of the plaintiff and defendant.)	
Court with Jurisdiction:	
Case Number:	
Summary of the Complaint:	
Amount of the Claim:	\$
Specific Statutes or Laws (including GAA) Challenged:	
Status of Case:	
Who is representing (of record) the state in this lawsuit? Check all that apply.	Agency Counsel
	Office of the Attorney General or Division of Risk Management
	Outside Contract Counsel
If the lawsuit is a class action (whether the class is certified or not), provide the name of the firm or firms representing the plaintiff(s).	

**End of
Attachment 6**

ATTACHMENT 7

**FLORIDA ENGINEERS MANAGEMENT CORP
PROPOSED UNLICENSED ACTIVITY BUDGET
FISCAL YEAR 2020 - 21**

**Approved by FEMC Board of Directors 04/09/2020*

	PROPOSED BUDGET	APPROVED BUDGET	Difference	Percentage Change
III. Income				
500 · State Contract				
UNLICENSED ACTIVITY	(\$100,875)	(\$100,875)	\$ -	0%
IV. Total Income	\$ (100,875)	\$ (100,875)	\$ -	0%
Expenses				
600 · Salaries & Benefits				
600.10 · Salaries - Full Time Wages	\$ 64,560	\$ 63,551	\$ 1,009	2%
600.20 · Retirement	\$ 4,842	\$ 4,766	\$ 76	2%
600.30 · Payroll Taxes	\$ 4,939	\$ 4,862	\$ 77	2%
600.40 · Personnel Insurance				
600.40.10 - Health	\$ 6,053	\$ 6,053	\$ -	0%
600.40.20 - Dental	\$ 252	\$ 252	\$ -	0%
600.40.30 - Life & Disability	\$ 757	\$ 757	\$ -	0%
610.50 · Worker's Comp (The Zenith)	\$ 101	\$ 101	\$ -	0%
Total 600 · Salaries & Benefits	\$ 81,503	\$ 80,341	\$ 1,162	1%
630 · Consultant Expense				
636 · Court Reporters	\$ -	\$ -	\$ -	
638 · Prosecution/Enforcement	\$ 13,671	\$ 13,671	\$ -	0%
639 · Contract Monitor	\$ -	\$ -	\$ -	
Total 630 · Consultant Expense	\$ 13,671	\$ 13,671	\$ -	0%
670 · Public Information & Outreach	\$ 3,379	\$ 4,539	\$ (1,162)	-26%
626 · 25 Copying & Printing - Legal	\$ -	\$ -	\$ -	0%
620 · Office Supplies	\$ -	\$ -	\$ -	0%
625 · Postage	\$ -	\$ -	\$ -	0%
650 · Office Space				
651 · Lease Payment				
652 · Utilities	\$ -	\$ -	\$ -	
653 · Janitorial				
656 · Pest Control				
657 · Security Monitoring				
Total 650 · Office Space	\$ -	\$ -	\$ -	
680 · Travel				
680.60 · Public Information Travel	\$ 2,323	\$ 2,323	\$ -	0%
Total 680 · Travel	\$ 2,323	\$ 2,323	\$ -	
740 · Renewal Expenses				
740.10 · Printing Renewal Notice	\$ -	\$ -	\$ -	
740.20 · Mailing Renewal Notice	\$ -	\$ -	\$ -	
740.30 · Printing Licenses/ID Cards	\$ -	\$ -	\$ -	
740.40 · Mailing Licenses/ID Cards	\$ -	\$ -	\$ -	
740.60 · Renewal Supplies	\$ -	\$ -	\$ -	
Total 740 · Renewal Expenses	\$ -	\$ -	\$ -	
V. Total Expenses	\$ 100,876	\$ 100,875	\$ (0)	
Net Ordinary Income (Loss)	\$ (0)	\$ 0	\$ 0	

FLORIDA ENGINEERS MANAGEMENT CORP

APPROVED OPERATING BUDGET 2020 - 2021

*Approved by FEMC Board of Directors 04/09/2020

	PROPOSED BUDGET 2020 - 2021	APPROVED BUDGET 2019 - 2020	Difference	Percent Change
Income				
500 · State Contract				
DBPR	\$ (2,070,000)	\$ (2,070,000)	\$ -	
UNLICENSED ACTIVITY	\$ (100,875)	\$ (100,875)	\$ -	
Total 500 · Income	\$ (2,170,875)	\$ (2,170,875)	\$ -	0%
Expenses				
600 · Salaries & Benefits				
600.10 · Salaries - Full Time Wages	\$ 980,341	\$ 944,756	\$ 35,585	4%
600.20 · Retirement	\$ 98,034	\$ 94,476	\$ 3,558	4%
600.30 · Payroll Taxes	\$ 75,108	\$ 73,618	\$ 1,490	2%
600.40 · Personnel Insurance				
600.40.10 - Health	\$ 141,802	\$ 123,635	\$ 17,966	15%
600.40.20 - Dental	\$ 3,696	\$ 3,937	\$ (240)	-6%
600.40.30 - Life & Disability	\$ 11,876	\$ 12,420	\$ (745)	-6%
600.40.40 - FSA & COBRA Mngm	\$ 1,362	\$ -	\$ 1,362	100%
Total 600 · Salaries & Benefits	\$ 1,311,819	\$ 1,252,842	\$ 58,977	5%
601 · Other Personnel Services (OPS)	\$ -	\$ -	\$ -	0%
610 · Insurance				
610.10 · Directors & Officers	\$ 3,334	\$ 3,451	\$ (117)	-3%
610.15 · Business Travel Accident	\$ 750	\$ 750	\$ -	
610.20 · Commercial Liability	\$ 7,143	\$ 7,092	\$ 50	1%
610.30 · Professional Liability	\$ 6,005	\$ 6,093	\$ (88)	-1%
610.25 · CyberRisk Liability	\$ 2,856	\$ 2,739	\$ 117	4%
610.50 · Worker's Comp (The Zenith)	\$ 1,494	\$ 1,614	\$ (120)	-7%
Total 610 · Insurance	\$ 21,381	\$ 21,739	\$ (358)	-1%
630 · Consultant Expense				
632 · Legal - FEMC General Counsel	\$ 10,000	\$ 10,000	\$ -	0%
633 · Accounting Services	\$ 39,000	\$ 42,174	\$ (3,174)	-8%
634 · Computer Consultants/Services	\$ 94,272	\$ 94,170	\$ 102	0%
635 · Human Resource Consultant	\$ 500	\$ 500	\$ -	0%
636 · Court Reporters	\$ 5,300	\$ 5,300	\$ 0	0%
638 · Prosecution/Enforcement	\$ 176,482	\$ 247,397	\$ (70,915)	-29%
639 · Contract Monitor	\$ 19,200	\$ 19,200	\$ -	0%
Total 630 · Consultant Expense	\$ 344,755	\$ 418,741	\$ (73,986)	-18%
618 · Publications (includes Study Guide)	\$ 19,279	\$ 16,589	\$ 2,690	16%
655 · Leased Equipment & Repair	\$ 22,330	\$ 22,805	\$ (475)	-2%
670 · Public Information & Outreach	\$ 15,250	\$ 17,000	\$ (1,750)	-10%
672 · Training/Board Members	\$ 1,500	\$ 1,500	\$ -	0%
673 · Board Member Honorarium	\$ 10,000	\$ 9,500	\$ 500	5%
626 · Copying & Printing				
626.20 · General Office	\$ 10,980	\$ 13,180	\$ (2,200)	-17%
626.25 · Legal	\$ 700	\$ 1,672	\$ (972)	-58%
Total 626 · Copying & Printing	\$ 11,680	\$ 14,852	\$ (3,172)	-21%
620 · Office Supplies				
620.10 · Bank Service Fees	\$ 10,000	\$ 14,091	\$ (4,091)	-29%
620.50 · Computer Software and Supplies	\$ 1,320	\$ 1,380	\$ (60)	-4%
Total 620 · Office Supplies	\$ 19,929	\$ 25,985	\$ (6,056)	-25%
625 · Postage				
625.40 · General Office	\$ 9,000	\$ 16,000	\$ (7,000)	-44%
Total 625 · Postage	\$ 9,000	\$ 16,000	\$ (7,000)	-44%
650 · Office Space				
651 · Lease Payment	\$ 139,889	\$ 135,814	\$ 4,074	3%
652 · Utilities	\$ -	\$ -	\$ -	
653 · Janitorial	\$ 1,615	\$ 1,400	\$ 215	15%
656 · Pest Control	\$ 300	\$ 300	\$ -	0%
657 · Security Monitoring	\$ 2,482	\$ 2,122	\$ 359	17%
658 · Moving Expenses	\$ -	\$ -	\$ -	
Total 650 · Office Space	\$ 144,285	\$ 139,637	\$ 4,649	3%
640 · Telephone				
640.10 · VoIP & Local Line Charges	\$ 13,320	\$ 13,200	\$ 120	1%
640.30 · Internet Access Charges	\$ 10,798	\$ 6,790	\$ 4,008	59%
640.40 · Conference Calls	\$ 1,200	\$ 1,320	\$ (120)	-9%
Total 640 · Telephone	\$ 25,318	\$ 21,310	\$ 4,008	19%
680 · Travel				
680.10 · Board/Committee Meetings	\$ 104,987	\$ 95,487	\$ 9,500	10%
680.20 · Investigative/Prosecutorial	\$ 2,700	\$ 2,603	\$ 97	4%
680.30 · NCEES Travel	\$ 10,000	\$ 13,000	\$ (3,000)	-23%
680.40 · General Travel	\$ -	\$ -	\$ -	0%
680.50 · Employee Training	\$ 13,330	\$ 12,500	\$ 830	7%
680.80 · Public Information Travel	\$ 8,000	\$ 10,425	\$ (2,425)	-24%
Total 680 · Travel	\$ 139,017	\$ 134,085	\$ 4,932	4%

FLORIDA ENGINEERS MANAGEMENT CORP

APPROVED OPERATING BUDGET 2020 - 2021

*Approved by FEMC Board of Directors 04/09/2020

702 · NCEES Fees for Dues/Tests
 770 · Memberships/Registrations
 775 · Employment/Training
 740 · Renewal Expenses

740.10 · Printing Renewal Notice
 740.20 · Mailing Renewal Notice
 740.30 · Printing Licenses
 740.40 · Mailing Licenses
 740.50 · Renewal OPS
 740.80 · Renewal Supplies

740 · Total Renewal Expenses

ASSETS

110 · Furniture & Equipment
 110 · Computers & Software
 115 · Leasehold Improvements



LIABILITIES

600.50 · Accrued Leave Liability

	PROPOSED BUDGET 2020 - 2021	APPROVED BUDGET 2019 - 2020	Difference	Percent Change
	\$ 6,500	\$ 6,500	\$ -	0%
	\$ 4,289	\$ 3,725	\$ 564	15%
	\$ 14,423	\$ 12,595	\$ 1,828	15%
	\$ 6,000	\$ -	\$ (6,000)	
	\$ 12,600	\$ -	\$ (12,600)	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ 18,600	\$ -	\$ 18,600	
ASSETS				
110 · Furniture & Equipment	\$ -	\$ -	\$ -	0%
110 · Computers & Software	\$ 10,000	\$ 10,000	\$ -	0%
115 · Leasehold Improvements	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
LIABILITIES				
600.50 · Accrued Leave Liability	\$ 10,000	\$ 10,000	\$ -	
	\$ 2,170,875	\$ 2,170,875	\$ 0	0%
	\$ (0)	\$ (0)	\$ (0)	

End of Attachment 7

ATTACHMENT 8

	DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION DEPARTMENT POLICY
TITLE: Accounts Receivable and Write-off	POLICY NUMBER: 1.6 (Replaces Policy No. 1005-0003)
EFFECTIVE DATE: June 1, 2008 REVISED DATE: May 20, 2011; December 9, 2013; March <u>JQ</u> , 2017	APPROVED BY:  SECRETARY: Matilde Miller

1.6.01 PURPOSE

To establish a policy for the processing of account receivable , including when accounts are submitted to collection agencies.

1.6.02 SCOPE

The Bureau of Finance and Accounting facilitates the submission of account receivable to collection agencies after due diligence has been taken in collecting the account. Approval is received from the board or division, except when the board or division has the statutory authority to fulfill the role of the collection agency.

1.6.03 REFERENCES

Sections 17.04, 17.20, 95.11, 215.34(2), Florida Statutes
Chapter 691-21.003 , Florida Administrative Code (F.A.C.)
Chief Financial Officer Memoranda No. 15 (1988-89)
Generally Accepted Accounting Principles

1.6.04 DEFINITIONS

- A. Account Receivable: An amount due the Department from applicants, licensees, vendors, contractors, employees or other liable parties for goods and/or services furnished by the Department, including licenses, testing, non-refundable application

fees, as well as, amounts assessed and due for final orders, consent orders, judgments or settlements, fines, citations, penalties and returned items.

- B. Account Receivable Number: A number assigned in the debit memo system to represent a claim against a customer for services rendered.
- C. Bureau of Finance & Accounting (BFA): The Bureau of Finance and Accounting within Department of Business and Professional Regulation (DBPR).
- D. Chargeback: A debit to the state treasurer's account from a merchant services company as a result of a cardholder's successfully disputed claim. The transaction includes the unique merchant number linking the transaction to the merchant service company and DBPR.
- E. Collection Agency: A private entity approved by the Department of Financial Services (DFS), whose responsibility is the collection of past due account receivable.
- F. Debit Memo: A sequentially numbered, bank debit memorandum generated by the Division of Treasury and charged to DBPR denoting a chargeback has occurred. It contains the amount of the chargeback and identifies the merchant services company that debited the treasury account.
- G. Debit Memo System: A data base system maintained by the Bureau of Finance and Accounting to record debit memos and information related to each debit memo.
- H. Department: The Department of Business & Professional Regulation (DBPR).
- I. Dishonored Check/ Non-sufficient Funds (NSF): Accounting transactions denied (denoting a chargeback) or otherwise not honored by the financial institution or company because of insufficient funds or inaccurate account information. These include online payments.
- J. Division of Treasury: The Division of Treasury within the Department of Financial Services responsible for state treasury functions as it relates to debit memos, charge backs and liaison functions that fall under the purview of the state's Chief Financial Officer.
- K. Electronic Funds Transfer (EFT): Refers to a computer-based system used to perform financial transactions electronically. The common types of transactions include cardholder-initiated transactions whereby a cardholder makes use of a payment card, electronic payments by businesses including salary payments or electronic check clearing
- L. Generally Accepted Accounting Principles (GAAP): A collection of commonly followed accounting rules and standards for financial reporting.
- M. Versa Regulation: The proprietary software, used by the Department to process applications, issue licenses, account for financial transactions and execute applicable business-related transactions used by DBPR as required for licensing and regulatory activity.

- N. Municipal Services Bureau (MSB): The first choice collection agency, selected by the Department. Past due account receivable that is 120 days to 2 years old is submitted to MSB.
- O. Recognized Account Receivable: An Account Receivable is recognized by the Department when the Bureau of Finance and Accounting is notified of a non-sufficient Funds (NSF), that a chargeback has occurred, or a fine is past due.
- P. Service Fee: The state service fee charged for returned checks through the Division of Treasury pursuant to section 215.34(2), Florida Statutes.
- Q. Status 92: The status code in the Versa Regulation Compliance Module, used by boards and divisions, to mark past due fines as "Ready for Collections." The Status 92 report is a Crystal report query used to place past due accounts at MSB or UCB for collections.
- R. United Collections Bureau (UCB): The second choice collection agency, selected by the Department. Past due account receivable that is 2 to 5 years old is submitted to UCB.
- S. Write off: An accounting adjustment reflecting the portion of an account receivable determined to be uncollectible. Expectations for these accounts will remain in the Single Licensing System and will still be collected if debtor makes payment.

1.6.05 POLICY STATEMENT

This policy provides a general description of the structure of the Department's account receivable function. The Bureau of Finance and Accounting is responsible for monitoring account receivable. This policy covers the process of sending to collection agencies dishonored and NSF payments that are 120 days or older, and fines or penalties that have been designated ready for collections by the division or board.

1.6.06 RESPONSIBILITIES

- A. The BFA, Revenue Section, prepares account receivable for submission to the approved collection agencies.
- B. The dishonored checks, EFT, credit card charge backs, and stale dated or non-payment money orders are processed by the BFA. When the Division of Treasury notifies the BFA of a returned item, a service fee will be assessed (s. 215.34, F.S.) and added to the amount due (\$15 or 5 percent of the face amount of the check, draft, or order, whichever is greater, not to exceed \$150).
- C. BFA will send an initial NSF letter to the customer. Account receivable that is 90 days old but less than 120 days old and will be sent to MSB. This process is to be completed monthly for the NSF accounts that are 90 days old.
- D. The BFA will prepare fines, penalties, and other account receivable is to be submitted to collection agencies. Each month the Status 92 report for all boards and divisions will be retrieved from the Business Intelligence Launch Pad or other designated software in

Excel format. The BFA will use the Status 92 report (Excel) to gather fine and penalty accounts ready for placement at collection agencies.

- E. The BFA will use the Excel submission form provided by Department of Financial Services to submit fines, penalties, and other account receivable to MSB and/or UCB for collection. Account updates received from the boards, divisions and collection agencies will be recorded in the monthly account inventory.
- F. Accounts submitted to MSB will remain with that collection agency until the end of the contract period with MSB.
- G. The BFA will send accounts to the Department of Financial Services for write off pursuant to Generally Accepted Accounting Principles.

1.6.07 FORMS

None

End of Attachment 8

ATTACHMENT 9
Year-End Incurred Obligations Procedure
Year End Incurred Obligations Procedures
Florida Engineers Management Corporation

Reference:

Section 216.301 (a) and (b), Florida statutes, requires each state agency and the judicial branch to identify any incurred obligation which has not been disbursed as of June 30th. The amounts identified as Incurred obligations must not exceed available appropriation balances by budget entity.

Any incurred amounts not disbursed by September 30th must be charged to the current fiscal year appropriation. If it is determined that there is not sufficient budget for any incurred items, payment will be made from the current fiscal year appropriation.

Incurred Obligations

Incurred obligations are items purchased and received by close of business on June 30th

Incurred Obligation Process:

At the end of each fiscal year operational accounting entries for that year cease and a new fiscal year begins. Although the old fiscal year has ended, agencies may have legal obligations for which the prior fiscal year appropriation may be used.

Complete the incurred obligation spreadsheet entering the vendor name, contract (order) date, received date, original amount, amount paid as of June 30, certified forward amount (amount left to be paid), the paid date once the obligation has been paid and a brief description of the obligation. The invoice number can be entered in the description field if available. The "Date Goods/Services Received" will be the date goods or services are actually received and the "Original Contract Date" will be the date the purchase order or contract is issued. The contract date and received date must be prior to July 1st

On or about October 1st the spreadsheet must be resubmitted to the Contract Manager with the date paid for each obligation.

Timelines:

- On or about July 16th Incurred obligations to be processed as current fiscal year disbursements must be reported to the Contract Manager using a spreadsheet provided by the Department.
- Incurred Obligations expire September 30th each fiscal year.
- On or about October 1 a final spreadsheet will be submitted to the Contract Manager with all paid obligations noted in the "Date Paid" column.

Credit Card Payables:

Credit card payables must be accompanied by documentation demonstrating the payable was incurred (charged) and received prior to July 1st.

End of Attachment 9

ATTACHMENT 10

DEPARTMENT INFORMATION TECHNOLOGY RESOURCES AND DATA ACCESS SECURITY

The Contractor shall comply with Rule 74-2, Florida Administrative Code (F.A.C.), and comply with the following data security requirements in the event the Contractor has access to any Department data systems or software:

- a. Data Security Officer: The Contractor shall designate an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's Division of Technology and shall maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes submitting required access request documents for Department approval, and tracking all contractor employees that have access to any Departmental data system or information. The Data Security Officer shall ensure that user access to the data system or information is timely removed for all separated Contractor employees. The Contractor agrees to notify the Department's assigned contract manager in writing within twenty-four (24) hours of employee resignations or layoffs, and immediately for involuntary terminations for staff that have access to the Department's information systems. As applicable, the Contractor shall execute a network connection agreement that shall ensure compliance with Department security policies prior to connection to the Department's internal network as required by Rule 74-2, F.A.C.
- b. Security Policies and Attestation: All Contractor employees who have access to Departmental information technology systems and/or Department data shall be required to read and comply with all appropriate Department information technology security policies and shall sign and submit to the Department's assigned contract manager an attestation that they have read, understood and agree to comply with each policy. Upon execution of this contract, the Department's assigned contract manager shall provide a copy of all appropriate Department information technology security policies to the Contractor.
- c. Technology Access: The Department reserves the right, at its sole discretion, to grant permissions for access to Department network, systems, and data. Any staff employed by an entity under contract to the Department must be granted specific permission by the Department for access to the Department's network, systems, and data. The Department reserves the right to unilaterally suspend access for security reasons. Contractor employees shall be granted access to Department information technology resources based on the principles of "least privilege" and "need to know." The Department's assigned contract manager, in conjunction with the Department's Division of Technology, shall conduct quarterly access reviews of the Contractor's employees to ensure that access for separated employees was timely reported and removed.
- d. Employee Background Screening: Background screening is required for all Contractor employees hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high. The Contractor agrees to conduct Level 2 background screening for such employees as described in s. 435.05, F.S., and Rule 74-2, F.A.C., at the Contractor's expense. For other Contractor employees who request access to Department data or

information technology systems but do not fall into the above category, the Contractor agrees to conduct a Level 1 background screening as described in s. 110.1127 and s. 435.05, F.S., at the Contractor's expense. For each Contractor employee, the Contractor shall sign and submit to the Department's assigned contract manager an attestation, provided by the Department, that verifies the appropriate Level 1 or Level 2 background screening was completed and reviewed by the Contractor; that the screening has not revealed disqualifying information pursuant to ss. 435.03 (2) and (3), F.S. (for level 1) or ss. 435.04 (2) and (3), F.S. (for Level 2), or computer-related crimes pursuant to Chapter 815, F.S.; and that the Contractor assumes responsibility for the employee's use of the Department's data and information resources.

- e. Employee Security Training: The Contractor shall provide information security awareness training to employees with access to Department information technology resources and data in accordance with Rule 74-2, F.A.C. Initial training shall be provided within 30 days of contract execution or employment start date, and annually thereafter. Employees with access to records that are exempt or confidential and exempt from public records disclosure requirements shall be given specialized training regarding access and use of this information. All information security awareness training materials used by the Contractor shall be submitted to the Department's assigned contract manager upon request. The Contractor shall maintain records of individuals who have completed initial and annual security awareness training and shall make these records available to the Department upon request.
- f. Data Protection: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall comply with the Department's information technology security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services. These measures include protecting technology resources through physical controls such as building security and strategic placement of computer monitors. If Department data will reside on the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system on which Department data resides. No Department data or information shall be stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law or expressly agreed to by the Department.
- g. Data Encryption: The Contractor shall make every effort to protect and avoid unauthorized release of any sensitive, exempt or confidential information by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices. Remote data access shall be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.
- h. Sensitive, Exempt and Confidential Information: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall protect sensitive, exempt and confidential information from unauthorized access and use as required by the Department's information technology security policies. Such information includes, but is not limited to, personal information as described in ss. 501.171(g), F.S. Access to sensitive, exempt and confidential data shall be granted to the Contractor and subcontractors by the Department on a need to know basis. Except as required by law or

legal process and after notice to the Department, the Contractor shall not divulge to third parties any sensitive, exempt or confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contractual services.

- i. Investigation of Breaches: The Department shall have the right to investigate any error attributable to the Contractor relating to access or dissemination of exempt or confidential and exempt records, as well as any instance of lost or missing data. The Department may take appropriate legal action as a result of such investigation.
- j. Security Breach Notification: The Contractor agrees to notify the Department's assigned contract manager as soon as possible, but no later than 3 business days following the determination of any breach or potential breach of personal information and/or confidential departmental data. The Contractor shall provide notice to affected parties of a security breach in accordance with s. 501.171, F.S.
- k. Equipment Sanitization: The Contractor shall enforce a procedure for sanitizing surplus or transferred equipment to protect any sensitive or confidential Department data that may reside on that equipment. At a minimum, the Contractor shall ensure that sanitization is completed according to acceptable methods described in Rule 74-2, F.A.C., and provide documentation to the Department's Division of Technology, evidencing completion of the equipment sanitization.
- l. Contract Termination: Upon contract termination or expiration, the Contractor will:
 - i. Copies: Submit to the Department's assigned contract manager copies of all finished or unfinished documents, data studies, correspondence, reports and other products prepared by or for the Contractor under this contract; submit copies of all Department data to the Department in a format to be designated by the Department in accordance with s. 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined by s. 501.171, F.S.); all copies containing personal information must be made unreadable;
 - ii. Originals: Retain its original records such as data required by this contract and maintain (in confidence to the extent required by law) the Contractor's original records in un-redacted form, until the records retention schedule expires according to State of Florida General Records Schedule GS1-SL, and to reasonably protect such documents and data during any pending legal hold, investigation or audit;
 - iii. Both copies and originals: Upon expiration of all retention schedules and legal holds, audits or investigations, with notice to the Department, destroy all Department data from the Contractor's systems, including but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
- m. Subcontractors: The Contractor shall require that any entities subcontracting with the Contractor who are granted access to Department data or information technology systems comply with the data security requirements stated above.

End of Attachment 10

ATTACHMENT 11
ENDORSEMENT STAMP

**PAY TO THE ORDER OF
WELLS FARGO
FOR DEPOSIT ONLY
CHIEF FINANCIAL OFFICER OF
FLORIDA BPR
FL BOARD OF PROF
ENGINEERS LOCATION 7900009
ACCOUNT

001009073301**

End of Attachment 11