

MEMORANDUM OF AGREEMENT

BETWEEN

The Lord's Place, Inc.

AND

Sub-recipient: The Riviera Beach Re-Entry Center

This Contract is made and entered into by and between, The Lord's Place, hereinafter referred to as the "RECIPIENT", and the below named agency, hereinafter referred to as "SUBRECIPIENT" as of September 23rd, 2020.

PURPOSE

The purpose of this Memorandum of Agreement is to establish a partnership with the subrecipient to provide services to program participants according to the U.S. Recipient of Justice, Bureau of Justice Assistance, Office of Justice Program's Second Chance Act Comprehensive Community-Based Adult Re-Entry Program awarded to the Lord's Place, Inc. on September 23, 2019. This program aims to achieve the following goals:

- 80% of participants will remain engaged in reentry services for 90 days or more;
- 50% of participants will avoid re-arrest within 1 year after release;
- 60% of those assessed as needing mental health/substance use services will engage in substance use/mental health services;
- 70% of those assessed as needing employment/educational readiness services will engage in employment and/or educational services.

SCOPE OF WORK

A. The SUB-RECIPIENT will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work to meet the mandatory requirements set forth in the Second Chance Act Comprehensive Community-Based Adult Re-Entry Program, which are listed below:

- Administer 100 LSI risk assessments
- Provide pre-release and post-release services to 100 participants based on needs
- Complete 100 transition plans
- Provide 100 participants with Cognitive Behavioral Programming
- Provide 50 participants with peer support
- Provide 20 participants with Circles of Support and Accountability (CoSA) programming
- Track 100 participants for a minimum of 1 year following release from incarceration

B. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the

working relationship between the RECIPIENT and the SUB-RECIPIENT, and specific obligations of both parties.

- C. The SUB-RECIPIENT will comply with all Special Terms and Conditions of the Second Chance Act Comprehensive Community-Based Adult Re-Entry Program.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from September 23, 2019 through September 30, 2023.

AWARD

The RECIPIENT hereby awards the SUB-RECIPIENT an amount not to exceed \$267,500.00 for services rendered during the contract period and an annual amount not to exceed allocations as submitted in Exhibit B. This award is for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

AMENDMENTS

If the SUB-RECIPIENT would like to make an amendment to the original Exhibit B, please notify the RECIPIENT for additional procedures and requirements.

FINANCIAL MANAGEMENT REQUIREMENTS

The SUB-RECIPIENT must establish and maintain effective written internal controls over the management of expenses to be allocated to the RECIPIENT. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States.

The SUB-RECIPIENT financial management system must be capable of:

- Operating in accordance with generally accepted accounting principles
- Maintaining detailed and auditable records
- Track funding separately as not to be mixed or commingled with other awards and other funding sources
- Documentation of the funding awarded, amounts received, program income, expenditures
- Budgeted to actuals for specific grant/contract
- Track source documentation such as cancelled checks, paid bills, payroll, time and attendance records
- Meet periodic reporting requirements by dates and/or grants ● Maintain a chart of accounts

COSTS

Costs will fall in to three major categories:

- Allowable Direct Costs (Ex. Salaries, Fringe Benefits, Travel, Materials & Supplies)
- Allowable Indirect Costs (Ex. Sub-Recipients: Building Maint., Telephone Exp., Rent, Gen. Supplies)
- Unallowable Costs (Ex. Alcohol, Bad Debt, Alumni Fees, Fines, Food)

COST DOCUMENTATION

Contractors, subcontractors and vendors should submit invoices that contain the following:

- Name of Vendor and Invoice Date
- PO Number and Invoice Number by the Vendor
- Description, Price, and quantity of items or services delivered or rendered
- Name, Title, Telephone Number and Mailing address of contact person

The SUB-RECIPIENT must keep records of salaries and fringe benefits that accurately reflect the work performed under this contract/award.

The allowable criteria for compensation for personnel services are as follows:

- Compensation must be for work performed during the performance period ' Compensation is not a retroactive payment for a prior performance period

Personnel allowable costs include:

- Salaries and Wages o Time directly worked o Cost of Leave (holidays, sick leave, vacation) o Overtime is NOT an allowable cost for this contract
- Fringe Benefits o Employer paid Healthcare, Life insurance o Employer paid Retirement
- Taxes
- Employer paid Social Security o Employer paid Medicare o Employer paid Florida Re-Employment
 - o Employer paid Workers Compensation
- In Area Travel o Local Mileage can be charged at the Federal Mileage rate for the period in which the mileage was incurred.

SUBCONTRACTORS

The SUB-RECIPIENT shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the RECIPIENT.

In no event shall the existence of the subcontract operate to release or reduce the liability of the SUB-RECIPIENT to the RECIPIENT for any breach in the performance of the SUBRECIPIENT'S duties.

This clause does not include contracts of employment between the SUB-RECIPIENT and personnel assigned to work under this contract.

PROGRAM INCOME

There are no client fees for this project. The SUB-RECIPIENT will not charge or gain any income from this contract and/or program.

AUDIT

The SUB-RECIPIENT will annually provide the RECIPIENT within 180 days of the SUB-RECIPIENT'S fiscal year end, an audit and all related letters and documents performed by a Certified Public Accountant licensed by the Florida Department of Business. The audit shall be in compliance with all applicable Local, State and Federal Laws and Requirements.

Failure of the SUB-RECIPIENT to comply with the aforementioned audit requirements will constitute a violation of the Agreement and may, at the RECIPIENT'S sole discretion, result in the withholding of future payments.

Sub-recipient shall make its records, books, documents, electronic data and all other business information available to the Secretary of the U. S. Recipient of Health and Human Services, the Office of the Inspector General, the Office of Civil Rights or to Recipient for review to confirm compliance with this Agreement and with federal and state law. If the Sub-recipient fails to comply with this provision, the Recipient, in its sole discretion, may immediately terminate this Agreement. Termination of this Agreement does not relieve Sub-recipient of the obligation to provide access to its records and other information as requested pursuant to federal law, to the same extent Recipient is required to make such records and information available.

MONITORING

Monitoring will consist of:

- An on-site visit when the SUB-RECIPIENT'S records are reviewed at its place of business
- Review of actual backup documentation of expenses invoiced to the RECIPIENT
- Budget to Actual review
- Inventory analysis
- Internal Controls
- Accounting Systems
- Policy and Procedures
- Corrective Actions requested of the SUB-RECIPIENT
- Other Funding Agencies Audits as it pertains to the overall SUB-RECIPIENT agency

Monitoring will take place once a year or as deemed necessary by the RECIPIENT. The SUBRECIPIENT must notify the RECIPIENT of any fiscal and/or legal actions that may jeopardize the SUB-RECIPIENT agency and/or the RECIPIENT agency.

The SUB-RECIPIENT must return to the RECIPIENT any and all funds that are deemed: Unallowable by either the RECIPIENTS monitoring of the SUB-RECIPIENT'S records, or the GRANTORS audit of the RECIPIENTS records, pertaining to funds paid to the SUB-RECIPIENT.

SUPPLANTING

Award funds cannot be used to supplant State, local or tribal funds unless permitted by statute, DOJ Grant Financial Guide, or program announcement (solicitation).

PROCUREMENT

SUB-RECIPIENT must request approval from the RECIPIENT for any purchase over 5,000 dollars. Any purchases below that threshold the SUB-RECIPIENT must follow their internal procurement policy.

INDIRECT COSTS

A de minimis rate of 10% can be used if the SUB-RECIPIENT has never had a Federally Negotiated rate. The 10% rate should be applied to the requested reimbursed expenses, excluding capital equipment.

COMPENSATION AND METHOD OF PAYMENT

Invoicing will be on a CASH and monthly reimbursement basis, not exceeding the maximum amount of the award and only of actual costs incurred. Monthly invoices shall not exceed 2/ 12th of the award amount, unless authorized by the RECIPIENT. By this method, the SUBRECIPIENT shall submit documentation supporting all the expenses related to eligible costs included in the approved budget attached hereto as Exhibit B. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be invoiced by the SUB-RECIPIENT.

The SUB-RECIPIENT will submit invoices by the 10th of the following month in which the actual expenses were paid. Expenses erroneously omitted from an invoice can be submitted up to a total of 2 monthly billing periods from which the expense was paid. Expenses not invoiced beyond that period will be considered unallowable for reimbursement.

The SUB-RECIPIENT shall not bill the RECIPIENT for services performed under this contract, and the RECIPIENT shall not pay the SUB-RECIPIENT, if the SUB-RECIPIENT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications regarding the services and performance of this contract. The Fiscal Manager shall be the contact person regarding billings and financial management of this contract.

Contract Manager for SUB-RECIPIENT is:	Contract and Fiscal Managers for RECIPIENT are:
<p>The Riviera Beach Reentry Center 2051 Dr. Martin Luther King Jr. Blvd. Suite 307 Riviera Beach, FL 33404</p> <p>Contact: Orie Bullard, Director Email: obullard@rivierabch.com Phone: 561-840-3121 (o) 561-386-3513 (c)</p>	<p>The Lord's Place, Inc. 2808 N. Australian Ave. West Palm Beach, FL 33407</p> <p>Contract Manager: Mona Duffus, Chief Program Officer Diana Stanley, CEO Phone: (561) 488-0125 Fax: (561) 4942922 E-mail address: mduffus@thelordsplace.org dstanley@thelordsplace.org</p> <p>Fiscal Manager: Gerald Cody, Chief Financial Officer Phone: (561) 537-4659 Fax: (561) 494-2922 E-mail address: gcody@thelordsplace.org</p>

INSURANCE

The SUB-RECIPIENT shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the SUBRECIPIENT or sub-recipient or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of Florida, and shall name the state of Florida, its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. SUB-RECIPIENT shall instruct the insurers to give RECIPIENT 30-days advance notice of any insurance cancellation.

SUB-RECIPIENT shall submit to RECIPIENT within 15-days of the contract effective date, a certificate of insurance, which outlines the coverage and limits defined in the Insurance section. SUB-RECIPIENT shall submit renewal certificates as appropriate during the term of the contract.

The SUB-RECIPIENT shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows:

Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Automobile Liability

In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by the SUB-RECIPIENT, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit
for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance 7

The SUB-RECIPIENT shall maintain Professional Liability or Errors and Omissions Insurance. The SUB-RECIPIENT shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the SUB-RECIPIENT and licensed staff employed or under contract to the SUB-RECIPIENT.

The required insurance shall be issued by an insurance company(s) authorized to do business within the state of Florida, and except for Professional Liability or Errors and Omissions Insurance, shall name the RECIPIENT, its agents and employees as additional insureds under the insurance policy(s).

All policies shall be primary to any other valid and collectable insurance. The SUB-RECIPIENT shall instruct the insurers to give the RECIPIENT 30-days advance notice of any insurance cancellation.

ASSURANCES

RECIPIENT and the SUB-RECIPIENT agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or

otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Florida, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the RECIPIENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 8 pages and 1 attachment (Exhibit A) is executed by the persons signing below who warrant that they have the authority to execute the contract.

SUB-RECIPIENT:

The Lords' Place, Inc.

Authorized Signature for The
Riviera Beach Reentry Center

Diana Stanley, CEO

Date:

Date:

EXHIBIT A
GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "PARTICIPANT" shall mean an individual receiving services under this contract.
- B. "SUB-RECIPIENT" shall mean that agency, firm, provider organization, individual or other entity performing services under expressed mutual agreement in this contract.
- C. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of the Recipient.
- D. "PERSONALLY IDENTIFIABLE INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The sub-recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the sub-recipient without prior written consent of the Recipient.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The sub-recipient, by signature to this contract, certifies that the sub-recipient is not presently suspended, declared ineligible, involved in any criminal, civil, or any other action involving their ability to provide services, including loss of license. The sub-recipient shall immediately notify the Recipient if, during the term of this contract, sub-recipient becomes subject to suspension, ineligibility, defendant in any}criminal or civil action, etc.} The Recipient may immediately terminate this contract by providing sub-recipient written notice if sub-recipient becomes has an action taken against them that prevents them to provide services under this contract.

CHANGE IN STATUS

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of the sub-recipient, sub-recipient agrees to notify the Recipient

of the change. Sub-recipient shall provide notice as soon as practicable, but no later than thirty-days after such a change takes effect.

CHANGES AND MODIFICATIONS

The contracting officer may, at any time, by written notification to the sub-recipient, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the sub-recipient agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties.

An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the sub-recipient's receipt of the change notice.

The contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the sub-recipient from proceeding with the contract as changed.

CONFLICT OF INTEREST

The Recipient may, in its sole discretion, by written notice to the sub-recipient, terminate this contract if it finds, after due notice and examination by the contracting officer, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the sub-recipient in the procurement of or performance under, this contract.

In the event this contract is terminated as provided above, the Recipient shall be entitled to pursue the same remedies against the sub-recipient as it could pursue in the event of a breach of the contract by the sub-recipient.

The rights and remedies of the Recipient provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the contracting officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COVENANT AGAINST CONTINGENT FEES

The sub-recipient warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the sub-recipient for the purpose of securing business. The Recipient shall have the right, in the event of breach of this clause by the sub-recipient, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

DISPUTES

Mediation

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board or arbitration.

DISALLOWED COSTS

The Sub-recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Florida and the venue of any action brought hereunder shall be in Superior Court for Palm Beach County.

INDEMNIFICATION

Mutual Version

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

INDEPENDENT CAPACIY

The parties intend that an independent sub-recipient relationship will be created by this contract. The sub-recipient and his or her employees or agents performing under this contract are not employees or agents of the Recipient. The sub-recipient will not hold himself/herself out as nor claim to be an officer or employee of the Recipient or of the state of Florida by reason hereof, nor will the sub-recipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the sub-recipient.

RECORDS, DOCUMENTS, AND REPORTS

The sub-recipient shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly

reflect all direct and indirect costs of any nature expended in the performance of this contract.

Sub-recipient shall retain such records for a period of seven years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Recipient, personnel duly authorized by the Recipient, the Office of the Department of Justice, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

RIGHT OF INSPECTION

The sub-recipient shall provide right of access to its facilities to the Recipient or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Recipient.

All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the sub-recipient's business or work hereunder.

AUDITS AND QUALITY ASSURANCE

The sub-recipient shall make the sub-recipient's records available for review or audit by officials of the federal awarding agency and the Recipient upon request. The sub-recipient agrees to document required services, as well as, comply with all audits and quality assurance measures concerning the services provided under this contract, including participating in trainings as required by Second Chance Act Comprehensive Community-Based Adult Re-Entry Program. The sub-recipient shall maintain records that identify all federal funds received and expended.

NON-DISCRIMINATION

The sub-recipient agrees to not discriminate in the provision of services under this contract to any federally protected class.

SAFEGUARDING OF INFORMATION

Personally Identifiable Information is defined at 45 CFR 164.501, and means individually identifiable health information that is transmitted by electronic media, maintained in any medium constituting electronic media or transmitted or maintained in any other form or medium. Personally identifiable information does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

Personally identifiable information is defined at 45 CFR 160.103. Personally identifiable health information includes demographic information collected from an individual, and is

information created or received by a health care provider, health plan, employer or health care clearinghouse related to the past, present or future physical or mental health or condition of an individual that identifies the individual or regarding which information there is a reasonable basis to believe that the information can be used to identify the individual.

All activities, which the Sub-recipient actually performs in relation to this agreement, must be conducted in compliance with the Health Information Portability and Accountability Act (HIPAA), as codified at 42 USCA 1±20d-d8, and regulations enacted pursuant to its provisions, even in the event that one of the above-listed activities has not been checked.

1. Permitted and Required Uses or Disclosures of Personally Identifiable Information (PID. The Sub-recipient is limited to the following permitted and required uses or disclosures of the personally identifiable information with which it comes into contact:
 - a) Electronic transmission. If PI' is transmitted between the Sub-recipient and the Recipient or between the Sub-recipient and other entities, the Sub-recipient shall implement all appropriate safeguards to prevent the use or disclosure of PII in violation of state and federal law, including any regulations governing security of electronic data and electronic data interchange.
 - b) Use or Disclosure of Protected Health Information. The Sub-recipient's permitted use or disclosure of PII shall not be greater than the rights of the Recipient to use or disclose such information. If the Recipient has agreed to specific restrictions on the use and disclosure of an individual's PII, has agreed to amend an individual's record or has received a revocation of the authorization for use or disclosure, the Subrecipient shall comply with such restriction, amendment or revocation upon request of the Recipient.

For purposes of this Agreement, the term "use" includes the sharing, employment, application, utilization, examination, analysis, canonization or commingling of personally identifiable information with other information.

"Disclosure" means the release, transfer, provision of access to or divulging in any other manner information outside the entity holding the information.

Sub-recipient shall not use or disclose the PII received from or created for, the Recipient in any manner that would constitute a violation of state or federal law. The Subrecipient may only use or disclose PII for the purpose of accomplishing services to or on behalf of, the Recipient. Notwithstanding the foregoing, Sub-recipient may use PII for the proper management and administration of Sub-recipient and to carry out its legal responsibilities.

2. Report of Unauthorized Use or Disclosures of Personally Identifiable Information. The

Sub-recipient shall immediately report all unauthorized uses or disclosures of PII to the Recipient within three (3) hours of becoming aware of the unauthorized use or disclosure of such information by the Sub-recipient, its officers, directors, employees, sub-recipients, agents or by a third party. Sub-recipient further agrees to mitigate, to the extent practicable, any harmful effect that is foreseeable to the Sub-recipient of a known use or disclosure of Personally identifiable information by Sub-recipient in violation of this Agreement.

3. Contact Persons for Notice or Other Communications. For purposes of notice or other communication, the parties designate the following individuals, to be contacted at the listed address and/or telephone number:

RECIPIENT:

The Lord's Place
Mona Duffus, Chief Program Officer
Diana Stanley, CEO
mduffus@thelordsplace.org
dstanley@thelordsplace.org

561-494-0125

SUB-RECIPIENT:

The Riviera Beach Reentry Center
Orie Bullard, Director
obullard@rivierabch.com
561-840-3121 (o) 561-386-3513 (c)

4. Third Party Agreements. Sub-recipient shall enter into a written agreement with any third party, who will have access to PII that is received or created on behalf of the Recipient.

The agreement shall require the third party to comply with the same restrictions, terms and conditions applicable to the Sub-recipient pursuant to the requirements of this Agreement .

Sub-recipient shall require such third parties to provide immediate notice of any breach or unauthorized use or disclosure of personally identifiable information to Sub-recipient, and shall take immediate steps to cure such breach. If the breach cannot be cured, Sub-recipient shall immediately terminate the agreement or subcontract with the third party.

5. Accounting of Disclosures. Sub-recipient shall respond to Recipient's immediate request for an accounting of disclosures of personally identifiable information, as required by 45 CFR 164.504 and 164.528, within three hours of receiving such request from Recipient. Sub-recipient shall provide to the Recipient the following information:

- Date of disclosure;
- Name of the entity or person who received the PI', and if known, the address of the person or entity;
- Brief description of PIL disclosed; and

- Brief statement of the purpose of such-disclosure.

Sub-recipient shall not deny individual's request for an accounting of the individual's PII. Response to any requests for accounting will be the responsibility of Recipient.

6. Immediate Termination. Recipient may immediately terminate the Agreement to which this Agreement applies, without liability, if it determines that Sub-recipient has violated a provision of the Agreement and that the breach may not successfully be cured or otherwise remedied or if Sub-recipient or any of its employees, officers or directors is excluded, or otherwise prevented from participating in any government or federal program, including but not limited to any under the Office of Justice Services, or if Subrecipient or any of its employees, officers or directors are named as a defendant or convicted in a criminal proceeding for violation of state or federal privacy and/or confidentiality laws. Notice of termination shall be in writing to the Contact person identified in 3 of this Agreement . The RECIPIENT may, in its sole discretion, terminate

the contract or withhold payments claimed by the SUB-RECIPIENT for services rendered if the SUB-RECIPIENT fails to satisfactorily comply with any term or condition of this contract.

7. Return or Destruction of Information. At the termination of the Agreement, Sub-recipient shall return or destroy all PII received from or created or received on behalf of Recipient that Sub-recipient still maintains in any form and retain no copies of PII. If Sub-recipient determines that return or destruction is not feasible, Sub-recipient shall notify Recipient in writing of the reasons why return or destruction is not feasible. If destruction or return is not feasible, Sub-recipient shall not use or disclose PII in any manner other than those permitted or required by state and federal laws or for the purposes described herein.
8. Ongoing Duty to Protect Information. Sub-recipient shall continue to protect individually identifiable health information from unauthorized disclosure in accordance with the terms and conditions of this Agreement and the requirements of state and federal law, for as long as the information is within its possession and control, even after the termination of this Agreement.
9. Satisfactory Assurance of Compliance with this Agreement . The relationship between Recipient and Sub-recipient is required by 45 CFR 164.502(e) to include satisfactory assurance that Sub-recipient will appropriately safeguard personally identifiable information in conformance with HIPAA. Sub-recipient shall maintain or implement policies and procedures to ensure maintenance of the PII consistent with the requirements of state and federal law.

If Recipient determines that it does not have satisfactory assurance of Sub-recipient's intent and agreement to comply with the terms and conditions of this Agreement , Recipient may immediately terminate its Agreement with Sub-recipient by providing written notice of the same.

SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

TERMINATION NOTIFICATION

Except as otherwise provided in this contract, the contracting officer may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. if this contract is so terminated, the Recipient shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR DEFAULT

The contracting officer may terminate this contract for default, in whole or in part, by written notice to the sub-recipient if the Recipient has a reasonable basis to believe that the subrecipient has:

- Failed to meet or maintain any requirement for contracting with the Recipient.
- Failed to ensure the health or safety of any client for whom services are being provided under this contract.
- Failed to perform under or otherwise breached, any term or condition of this contract. and/or
- Violated any applicable law or regulation.

TERMINATION PROCEDURE

Upon termination of this contract the Recipient, in addition to any other rights provided in this contract, may require the sub-recipient to deliver to the Recipient any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The Recipient shall pay to the sub-recipient the agreed upon price, if separately stated, for completed work and services accepted by the Recipient and the amount agreed upon by the sub-recipient and the contracting officer for:

- Completed work and services for which no separate price is stated.
- Partially completed work and services.

- Other property or services that are accepted by the Recipient.
- The protection and preservation of the property, unless the termination is for default, in which case the contracting officer shall determine the extent of the liability of the Recipient. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The Recipient may withhold from any amounts due the sub-recipient for such completed work or services such sum as the contracting officer determines to be necessary to protect the Recipient against potential loss or liability.

The rights and remedies of the Recipient provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the sub-recipient shall:

1. Stop work under the agreement on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated.
3. Assign to the Recipient, in the manner, at the times, and to the extent directed by the contracting officer, all of the rights, titles, and interest of the sub-recipient under the orders and subcontracts in which case the Recipient has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause.
5. Transfer title to the Recipient and deliver, in the manner, at the times and to the extent as directed by the contracting officer, any property which, if the contract had been completed, would have been required to be furnished to the Recipient.
6. Complete performance of such part of the work not terminated by the contracting officer.
7. Take such action as may be necessary or as the contracting officer may direct, for the protection and preservation of the property related to this agreement that is in the possession of the sub-recipient and in which the Recipient has or may acquire an interest.