

**CONTRACT BETWEEN
THE FLORIDA CLERKS OF COURT OPERATIONS CORPORATION
AND
CLOUD NAVIGATOR, INC**

This Contract is between the Florida Clerks of Court Operations Corporation (hereinafter "Corporation" or "CCOC") and Cloud Navigator, Inc., ("Contractor"), which are the parties hereto.

WITNESSETH

WHEREAS, the Legislature created the Florida Clerks of Court Operations Corporation in Section 28.35, F.S.; and

WHEREAS, the Corporation is charged under Section 744.2112, F.S. with establishing a statewide database of guardian and guardianship case information to facilitate improving court oversight of guardianship cases (hereinafter the "Guardianship Project" or "project"); and

WHEREAS, the Corporation has determined that to meet its statutory obligations, certain professional services will be required; and

WHEREAS, the Corporation has determined that the Contractor has the experience in providing technological solutions to meet the Corporation's needs and requirements in a timely and professional manner; and

WHEREAS, the Corporation wishes to contract with Contractor, on a non-exclusive basis, for certain services as hereafter defined and the Contractor is willing to enter into such an Agreement to provide such services to the Corporation.

THEREFORE, in consideration of the mutual promises contained herein, the Corporation and the Contractor agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on January 23, 2023, and shall end June 30, 2023.

B. Contract Renewal

The Corporation has the option to renew this Contract, in whole or in part, for up to an additional three (3) year period, or portions thereof, beyond the initial Contract term upon the terms and conditions contained herein, except that the Corporation may negotiate lower pricing. Exercise of a renewal option is the Corporation's exclusive option and shall be conditioned, at minimum, upon the Contractor's satisfactory performance of this Contract and subject to the availability of funds. The Corporation, if it desires to exercise its renewal option, upon approval by the CCOC Executive Council, will renew the Contract.

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INITIALS



II. CONTRACT

A. Definitions

The capitalized terms used in this Contract, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. Americans with Disabilities Act (ADA): Legislation which prohibits discrimination based on disability, found in Title II and III of the Code of Federal Regulations (C.F.R.), and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services.
2. Business Day: 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays.
3. Contract: This agreement between the Contractor and the Corporation, which memorializes the terms and conditions negotiated by the parties.
4. Contract Administrator: The Corporation employee who assists the Corporation's Contract Manager in the development, negotiation, and management of the Contract; ensuring the Contractor adheres to deadlines, deliverables, and other terms related to the Contract; evaluating Contractor performance in conjunction with the Contract Manager; tracking and mitigating risks; and maintaining a documentation file for the Contract. The Contract Administrator, also the Corporation's Project Manager, is designated in Section V. of this Contract.
5. Contract Manager: The Corporation employee, or his/her designee, responsible for the overall performance oversight and operational management of the Contract. The Contract Manager is designated in Section V. of this Contract.
6. Contract Monitoring: An in-depth, comprehensive evaluation conducted by the Contract Manager and Contract Administrator to document the Contractor's compliance with the terms of the Contract, and to evaluate overall Contractor performance. The frequency and method of monitoring is at the discretion of the Contract Manager, with service performance at a satisfactory level being monitored less frequently.
7. Corrective Action Plan (CAP): The Contractor's written comprehensive plan to cure deficiencies discovered by the Corporation in the course of Contract performance.
8. Criminal Justice Information (CJI): Criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Corporation of Justice, Federal Bureau of Investigations,

Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

9. Cure Period: At the discretion of the Corporation, a reasonable period of time afforded the Contractor to remedy without penalty any deficiency in performance of services and/or an action constituting a breach of contract.
10. Day: A calendar Day unless otherwise indicated.
11. Deliverables: Those services, items, or materials provided, prepared, and delivered to the Corporation in the course of Contract performance, which result in the Corporation's payment to the Contractor.
12. Fiscal Year: The one-year period of time used by all State agencies and/or entities for budgetary and accounting purposes and preparation of financial statements. The Corporation's Fiscal Year runs July 1st through June 30th.
13. Florida Clerks of Court Operations Corporation: All 67 Clerks of the circuit court are members of the Florida Clerks of Court Operations Corporation (CCOC and "Corporation") and hold their position and authority in an ex officio capacity. The functions assigned to the CCOC are performed by an executive council pursuant to the plan of operations approved by the members. The CCOC is a political subdivision of the state.
14. Health Insurance Portability and Accountability Act (HIPAA): The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II), which include requiring the Department of Health and Human Services (HHS) to establish national standards for electronic healthcare transactions and national identifiers for providers, health plans, and employers. HIPAA also addresses the security and privacy of health data.
15. Protected Personally Identifiable Information (PII): A set of data, such as birth date or social security number, that could be used to distinguish and thereby identify a specific individual, making it sensitive and protected information.
16. Service Location: Any location in which services are being performed as part of this Contract, including, but not limited to, the Clerks of Court Operations Corporation (CCOC) Tallahassee office, county Clerks' offices, and other State Agencies or entities.
17. Service Times: Standard business days, Monday through Friday, and hours 8:00 AM EST to 5:00 PM EST.

III. THE PARTIES HEREBY AGREE:

A. General Service Description

The Contractor shall provide Corporation services according to the terms and conditions outlined in this Contract to include the following:

1. To provide services according to the terms and conditions set forth in this Contract, specifically those outlined in **J. Scope of Services**, and all other attachments named herein which are attached hereto and incorporated by reference (collectively referred to herein as this "Contract").
2. To perform as an independent Contractor and not as an agent, representative or employee of the Corporation.
3. To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any sales taxes on the services or goods purchased under the terms of this Contract.

B. General Provisions

1. State of Florida Registration:

Contractor shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of this Contract.

2. MyFloridaMarketPlace:

Corporation, being a political subdivision of the state rather than a state agency, does not utilize MyFloridaMarketPlace (MFMP); however:

a. Each Contractor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes (F.S.), shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.030(3), F.A.C.

b. Contractor will not utilize MFMP during the course of Contract. The Contractor will make submissions of reports and documentation relating to the performance of services in accordance with Contract directly to the Corporation Project Manager who also serves as the Contract Administrator; invoices to receive payment for said services will be directly submitted to Corporation Contract Manager; and by making any and all submissions, Contractor certifies their correctness. All such reports, invoices, and payments shall be subject to audit by the Corporation or its designee and/or State or its designee.

3. Laws, Rules, Regulations, Policy, and Procedure:

The Contractor shall provide services in accordance with all applicable local, federal, and State laws, rules and regulations, and the Corporation's related rules,

policies, and procedures. All such laws, rules, regulations, and procedures, current and revised, are incorporated herein by reference and are made a part of this Contract, as applicable. The Contractor and the Corporation shall work cooperatively to ensure service delivery is in complete compliance with all such laws, rules, regulations, policies, and procedures. Where a specific law, rule, regulation, or procedure is referenced, all revisions to that law, rule, regulation, or procedure will apply. During the Contract term, the Contract Manager will provide the Contractor updated versions of any related Corporation procedure within ten (10) days of publication.

4. The Corporation reserves the exclusive right to make any and all determinations that it deems necessary to protect the best interests of the State of Florida through this Contract. The Corporation's failure to set forth a specific reservation of rights as to any particular provision regarding services to be performed under this Contract does not negate the Corporation's reservation of rights and does not mean that any provision regarding Contract services is subject to mutual agreement by the parties.
5. The specific rules, procedures, and regulations identified in this section are not listed to the exclusion of any other rules, procedures, and regulations required throughout this Contract. The Corporation will monitor the Contractor's performance to ensure compliance with all rules, regulations, and Contract requirements.
6. The Contractor shall ensure that its performance complies with all local, State, and federal laws, rules, ordinances, and regulations, as well as any directive from proper authorities having jurisdiction at each Service Location. Should a violation occur relating to this Contract, the Contractor shall correct the violation at no cost to the Corporation, including paying any fines or penalties associated with a violation.
7. All services provided under this Contract must meet the applicable requirements of Title 42 Code of Federal Regulations (C.F.R.) Part 2; HIPAA, Standards for Privacy of Individually Identifiable Health Information; and any additional applicable local, State, and federal laws, rules, and regulations.
8. The Contractor agrees to modify its service delivery as requested by the Corporation, including the addition or expansion of services provided to meet changes required by law, standards, the Corporation's mission, regulations, or as a result of a legal settlement agreement or consent order. Any changes in this Contract required to ensure continued compliance with State or federal laws, statutes, regulations, legal settlement agreement or consent order, or Corporation procedure, will be made in accordance with a Contract Modification.

C. Communications

The parties will accomplish contract communications in two (2) forms, routine and formal, as follows:

1. Routine:

Routine communications include all normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged and responded to by the receiving party within two (2) Business Days of receipt.

If an urgent problem arises, the Corporation will contact the Contractor, and the Contractor shall verbally respond to the Contract Manager and Project Manager within 24 hours.

If a non-urgent problem arises, the Corporation will contact the Contractor, and the Contractor shall verbally respond to the Contract Manager and Project Manager within 48 hours.

Upon request, the Contractor shall provide the Corporation all information and records that the Corporation deems necessary to respond to any inquiries Corporation receives within three (3) Business Days of receiving the request.

2. Formal:

Formal communications are written communications from the Corporation that relate to significant issues such as breach of contract, unsatisfactory performance or other contractual non-compliance, the assessment of financial consequences, or Contract termination. Formal communications will be marked clearly as a "Formal Communication" and must be acknowledged by the Contractor upon receipt and responded to within seven (7) Days of receipt via email.

The only persons authorized to use formal communications are the Corporation's Contract Manager and the Contractor's executive leadership. Other persons authorized to utilize formal communications must be agreed upon by both parties and identified, in writing, within 10 Days of Contract execution. Both parties must provide written notification of any subsequent changes to those authorized to use formal communications before issuing any formal communications from another person.

D. Confidentiality

The Contractor shall maintain the confidentiality of individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Corporation and Contractor agree that all information and records obtained in the course of Contract performance shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

E. Service Locations and Times

1. Service Locations

Contractor shall provide service at locations deemed necessary to complete the contracted services.

2. Service Times

Contractor will provide at a minimum 24 hours' notice of project activities requiring Corporation and/or partner resources outside of established service times.

F. Contractor's Administrative Responsibilities

1. The Contractor shall:

- a. Possess and maintain documents material to the Contract, including but not limited to, current copies of all required state and federal licenses, certificates, required training, permits, registrations, and insurance documentation;
- b. Ensure all required and appropriate operating licenses, certificates, required training, permits, registrations, and insurance are acquired before any implementation of services; and
- c. Maintain current copies of the foregoing documents which include, but are not limited to:
 - i. Any applicable state and federal licenses related to services provided under the Contract.

In addition, the Contractor shall ensure all required licenses, certificates, required training, permits, and registrations remain current and in good standing throughout the term of the Contract.

- 2. The Contractor shall have the ability to track and report its performance. The Contract Manager will resolve any performance compliance discrepancies and may request any information or documentation required to ensure the Contractor's compliance.
- 3. The Contractor commits to the services and pricing incorporated in its proposal submitted to the Corporation in response to Corporation's Request for Proposals (RFP) and in accordance with the timeline and deliverable dates outlined in Contractor's January 14, 2023 updated response and Scope of Work, submitted to Corporation at Corporation's request to adjust for a January 20, 2023 start date. Contractor's updated proposal is hereby incorporated as Appendix I. Deviations may be mutually agreed upon by the parties and memorialized in a Contract Modification.

G. Contractor's Staffing Requirements

- 1. Within five (5) Days of Contract execution, and every three (3) months thereafter for the duration of provided services, the Contractor shall submit an overview of its organization, specifically those staff assigned to provide services under this Contract, including an organization chart, executive/administrative management, staffing plan, and other relevant organizational information.

2. The Contractor shall ensure it achieves and maintains appropriate staffing levels to provide services under this Contract. The Corporation will review the Contractor's initial staffing plan, which will be considered the Contractor's final staffing plan unless and until the Contractor receives the Corporation's rejection of its plan.
3. The Contractor shall ensure that staff providing services have completed all required training, have obtained the requisite qualifications, and have the ability to provide services at the level of competency found for each particular position.
4. The Contractor will immediately notify the Corporation of any staffing changes, which must be approved by the Corporation, ensuring staffing changes do not cause any break or delay in the delivery of contractual services.
5. E-Verify:
As of January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with Section 448.095, F.S.

The Contractor shall only employ individuals who may legally work in the United States (U.S.) - either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Corporation of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Contract.

Upon execution of this Contract, Contractor certifies compliance with this E-Verify requirement.

H. Background Screenings and Criminal Records Checks

In the performance of services relating to this Contract, a reasonable probability exists that Contractor staff will have access to or handle protected data. Therefore:

1. Contractor is responsible for ensuring that all staff, whether employees or subcontractors, assigned to perform services relating to this contract has had an FCIC/NCIC background check conducted prior to performing services, and will provide Corporation with a written statement attesting compliance with this requirement within fifteen (15) business days upon contract execution.

2. The Contractor shall not assign replacement staff to work under this Contract, who has not had an FCIC/NCIC background check conducted prior to performing services.
3. Contractor shall ensure that no staffing changes relating to this provision shall interrupt or delay services without being subject to financial consequences.
4. Contractor acknowledges the use of criminal history records and information derived from such background screenings are restricted from public disclosure, pursuant to Section 943.054, F.S.
5. The Contractor shall require in writing via policy or procedure that staff and subcontractors shall immediately, and no longer than 24 hours after occurrence, report to Contractor any new arrest, criminal charge, or conviction of any persons providing services under this Contract. Said policy shall be available to Corporation for review upon request.

I. Compliance with Corporation Policies and Procedures

Contractor certifies that it shall ensure that all staff and subcontractors are familiar with and comply with Corporation's policies and procedures. Specifically:

1. Fraud Policy:

Pursuant to F.S. 112.311, the Corporation and the Contractor acknowledge the following Fraud Policy of the Corporation exists to guard against fraudulent, unethical, and dishonest acts and identify responsibilities for preventing, detecting, reporting, and investigating such. The Fraud Policy and Procedures of the Corporation are as follows:

“The CCOC recognizes the importance of protecting the organization, its operations, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, it is incumbent upon CCOC's Executive Director to institute and clearly communicate the fraud prevention policy to employees, both internal and external customers, Contractors, and partners.

The CCOC is committed to the highest standards of moral and ethical behavior. Breaches of these standards, especially through acts involving fraudulent, unethical, and other dishonest behavior, are not only costly, but they erode the public's trust and confidence in the integrity of the agency. By issuing this formal policy statement, the CCOC hereby reaffirms its longstanding duty and responsibility to aggressively combat such behavior.

The CCOC recognizes a zero-tolerance policy regarding fraud and corruption. All matters raised by any source will be taken seriously and properly investigated. This policy covers all CCOC employees and Council Members. Additionally, this policy covers consultants, Contractors, sub-contractors, outside agency, or a person doing




business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted.

An employee who, in good faith, reports wrongful activity meeting the provisions of s. 112.3187, F.S. (Whistle-blower's Act), is protected against retaliation for making such a report. The law also provides for the individual's identity to remain confidential. Regardless as to whether or not the provisions of the Whistle-blower's Act are met, it is a violation of this policy for anyone to retaliate against an employee for reporting, in good faith, allegations of wrongdoing, or participating in the investigation of such.

The CCOC's policy is to promote consistent, legal, and ethical organizational behavior by:

- a. assigning responsibility for reporting fraud, theft, waste, or abuse;
- b. institute preventive measures designed to deter these activities or make them easier to detect;
- c. providing guidelines for reporting and investigating suspected fraudulent behavior;
- d. requiring each employee to attend fraud awareness training;

Failure to comply with this policy subjects an employee (including management) to disciplinary action, including immediate termination. Failure to comply by a consultant, Contractor, sub-contractor, outside agency, or a person doing business with the agency or in any other relationship with the agency could result in cancellation of the business or other relationship between the entity and the CCOC.

For purposes of this policy only the term **fraud** or **fraudulent** includes theft, waste, and abuse as defined below. The term **employee** also includes employees in management positions. The term **management** includes council members, managers, assistant managers, supervisors, and any other employee who has authority to sign another employee's performance evaluation and/or timesheet.

DEFINITIONS AND EXAMPLES OF FRAUD, WASTE, ABUSE AND CORRUPTION

Fraud is defined as an intentional deception designed to obtain a benefit or advantage or to cause some benefit that is due to be denied. Fraud generally involves a willful or deliberate act or omission with the intention of obtaining an unauthorized benefit, service, property, or something of value by deception, misrepresentation, or other unethical or unlawful means. Fraud can be committed through many methods, including mail, wire, telephone, and the Internet. Fraudulent, unethical, and other dishonest acts may include, but are not limited to, the following:

- a. Forgery or alteration of a check, bank draft, any other financial document, or computer records;

- b. Falsification or misrepresentation of reports to management and external agencies, including time sheets, official travel claims for reimbursement, or other expense reimbursement reports;
- c. Knowingly authorizing or receiving payment for time not worked;
- d. Misappropriation of funds, securities, supplies, or other assets;
- e. Improprity in the handling or reporting of money or financial transactions;
- f. Engaging in unauthorized activities that result in a conflict of interest;
- g. Disclosing confidential or proprietary information to unauthorized individuals;
- h. Removal of agency property, records, or other assets from the premises without supervisory approval;
- i. Unauthorized use or destruction of agency property, records, or other agency assets; and
- j. Taking and using information or providing the information that would lead to identity theft.
- k. Theft of cash or fixed assets;
- l. Failure to account for monies collected;
- m. Knowingly providing false information on job applications and requests for funding.

2. Investigate

Upon reviewing allegations of fraudulent, unethical, or dishonest acts, if the Executive Director determines an investigation is warranted, he/she shall appoint a qualified individual or entity to investigate the reported activity after consulting with the General Counsel. In those instances where the investigation by the Executive Director Appointee indicates potential criminal activity, the investigation shall immediately be turned over to the Florida Corporation of Law Enforcement and the State Attorney's Office.

During the investigation, the Constitutional rights of all persons are to be observed. The accused will be afforded the opportunity to respond to the allegations or matters being investigated. The rights of the accused will be safeguarded throughout the investigation.

Pursuant to this policy, all employees are to cooperate fully with those performing an investigation. An employee who does not fully cooperate with an authorized investigation may be disciplined, up to and including termination of employment. An employee may be required to answer any questions that are within the scope of the employee's employment, whether such questions are asked in an investigation conducted by the Executive Director Appointee or Human Resources.

The investigation shall be completed expeditiously and in accordance with established procedures. The results of the investigation conducted by the Executive Director Appointee shall be communicated, either orally or in writing, to the Executive Director.

Allegations or matters of conduct deemed outside the scope of this policy, such as supervisory or personnel-related issues, may be referred to the respective area of management or the Human Resources Section for review and appropriate action.

3. Actions

Employees, consultants, contractors, sub-contractors, outside agency, or a person doing business with the agency or in any other relationship with the agency to the extent that the CCOC resources are involved or impacted is determined to have participated in fraudulent, unethical, or dishonest acts will be subject to disciplinary action in accordance with personnel policies and rules. Criminal, civil, and/or other administrative actions may also be taken against employees who are found to have participated in unlawful acts. Criminal action falls within the sole purview of local, state, or federal law enforcement, as well as prosecuting and judicial authorities. In those instances where disciplinary and/or other administrative action is warranted, the Human Resources Section, or other appropriate office, shall be consulted prior to taking such actions.

J. **Scope of Services**

1. Background: Enacted Legislation

Chapter 2022-218 § 744.2112, F.S.

“An act relating to guardianship data transparency; creating s. 744.2112, F.S.; requiring the Florida Clerks of Court Operations Corporation and the clerks of court to establish a statewide database of guardianship data; providing requirements for the database; specifying restrictions on accessing the database; specifying duties of the corporation relating to uploading certain database information to a certain website and generating and publishing certain reports; providing requirements for the website; requiring the Office of Public and Professional Guardians to share certain data; requiring the corporation to compile and report certain data to the Office of Program Policy Analysis and Government Accountability (OPPAGA) at specified intervals; requiring certain data to be produced in a certain format; requiring OPPAGA to analyze data and prepare reports containing certain information; requiring such reports to be provided to the Governor and the Legislature at specified intervals; providing requirements and prohibitions of such reports; amending s. 744.2001, F.S.; requiring the office to publish online profiles of registered professional guardians on or before a certain date; requiring the online profiles to contain certain information; prohibiting the Corporation of Elderly Affairs from populating the profiles with certain information; authorizing the Corporation to adopt rules; providing appropriations; providing an effective date.

744.2112 Guardianship information and transparency.—

(1) The Florida Clerks of Court Operations Corporation and the clerks of court shall establish a statewide database of guardian and guardianship case information to

facilitate improving court oversight of guardianship cases. The database may not be operational for end users until on or after July 1, 2023. The database must meet interoperability standards defined by the Florida Courts Technology Commission so that each circuit court can easily access the information for regular use in judicial proceedings under this chapter. The database must include, at a minimum, the following:

- (a) The registration status of each professional guardian.
- (b) The substantiated disciplinary history of each professional guardian.
- (c) The status of each guardian's compliance with the statutory qualifications for guardianship under s. 744.2003 or s. 744.3145.
- (d) The status of statutorily required reports and submissions under chapter 744.

(2)(a) Except as provided under paragraph (3)(b), the database shall be accessible only by members of the judiciary, their direct staff, and court personnel and clerks of court personnel authorized by a judge to assist with guardianship matters. The database must restrict access to the information necessary to perform such individual's duties, but in no way restrict access by judges or magistrates.

(b) The database must be searchable by, at a minimum, the name of the petitioner, ward, guardian, and legal counsel for all parties; the demographic information of the ward; the location of the guardian's office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each guardian, by ward county of residence.

(3) The Florida Clerks of Court Operations Corporation shall:

(a) Upload certain professional guardian information from the database to a webpage accessible to the general public in a searchable format. Such professional guardian information must be limited to the names of professional guardians and current data regarding the number of wards served by each guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary guardianships. Personal identifying information of wards may not be included in the data that is searchable under this paragraph.

(b) Generate monthly reports of statewide, circuit-level, and county-level statistical data to provide assistance to the courts and the Department of Elderly Affairs and to provide transparency to the public and the Legislature regarding the state's guardianship system. The monthly reports shall include only aggregated and deidentified data. The Florida Clerks of Court Operations Corporation shall publish the statistical data reports monthly on the webpage under paragraph (a).

(c) Generate reports using information in the database at the request of the Legislature, the judiciary, or the Department of Elderly Affairs.

(4) The Office of Public and Professional Guardians is directed to share professional guardian registration and disciplinary action information for the purposes of this section.

(5)(a) Beginning July 1, 2024, and annually thereafter through July 1, 2027, the Florida Clerks of Court Operations Corporation must compile and report data collected by the clerks of court and the Department of Elderly Affairs and maintained in the database to the Office of Program Policy Analysis and Government Accountability (OPPAGA).

(b) OPPAGA must analyze the consolidated data compiled in accordance with paragraph (a) to evaluate trends in the use of guardianships in this state and to conduct a comparative analysis of guardianship laws in other states. OPPAGA must consult with the Office of the State Courts Administrator, the Florida Clerks of Court Operations Corporation, the clerks of court, and the Department of Elderly Affairs during its analysis. OPPAGA shall submit a report containing its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by October 15, 2024, and annually thereafter through October 15, 2027.

(c) The data compiled and used for the reports required under this subsection must be produced in a statewide, circuit-level, and county-level statistical format. Such reports must include only aggregated and deidentified data and may not contain personal identifying information of wards.”

THEREFORE:

2. For the purpose of this contract, the contractor will provide the following services which include, but are not limited to:
 - a. Guardian and guardianship case information data is not currently stored in a single central location or system. To successfully accomplish the goal of designing, developing, and implementing a centralized database, the data shall be identified and sourced from more than one existing system for migration and integration in the new database.

Current data sources which store these data elements, or the data required to derive these data elements, include the Florida Comprehensive Case Information System (CCIS), the Office of Public and Professional Guardians maintained by the Department of Elderly Affairs, and others, including but not limited to, county-level case management systems.

- b. Design, develop, and implement a centralized statewide database for guardianship information (hereinafter “Database”) and a publicly accessible

webpage to display certain guardianship information to fulfill the statutory requirements of Section 744.2112, Florida Statutes.

The specifications and functionality provided by the centralized database and website include, but are not limited to, the following:

3. Database

- a. Contractor shall design, develop, and implement a **centralized**, Statewide Guardianship Database
- b. Database **shall include**, at a minimum, the following data elements:
 - i. The registration status of each professional guardian.
 - ii. The substantiated disciplinary history of each professional guardian.
 - iii. The status of each guardian's compliance with the statutory qualifications for guardianship under s. 744.2003 or s. 744.3145.
 - iv. The status of statutorily required reports and submissions under chapter 744.
 - v. Type of Guardianship
 - vi. Name of Guardian
 - vii. Location of Guardian's office
 - viii. Number of Wards Served by Guardian
 - ix. Circuit
 - x. Name of Judge
 - xi. Name of Ward
 - xii. County of Residence of Ward
 - xiii. Name of Petitioner
 - xiv. Name of Legal Counsel
 - xv. Demographic Information of Ward
- c. Contractor shall design, develop, and implement a statewide guardianship database that **meets applicable interoperability standards** defined by the Florida Courts Technology Commission to allow each circuit court to easily access the information for regular use in judicial proceedings. **The Florida Courts Technology Standards** can be viewed online at: <https://www.flcourts.org/content/download/801491/file/florida-supreme-court-technology-standards-november-2020.pdf>.
- d. Database shall either exist in a CCOC-owned or controlled environment.
 - i. Corporation shall own all data and records contained

- ii. Corporation shall have full and real-time access to the data and the ability to pull and/or migrate data at no cost to the Corporation;
- e. Database shall be developed to ensure a complete and up-to-date copy of the centralized database is backed up to that environment on a regularly scheduled basis.
 - i. Contractor shall ensure backup capabilities, documenting method(s), frequency of updates, and failure mitigation and restoration plans. Documentation shall be provided to the Corporation.
- f. Database shall be scalable to accommodate current and future needs.
 - i. Corporation needs to be able to add data fields not specifically outlined, for example unique identifiers assigned to Professional Guardians to assist in facilitating court oversight of caseloads across counties.
- g. Database shall include functionality to enable the Corporation (CCOC) to manage and control role-based access to the database.
 - i. Corporation shall have the ability to assign user types, access, and capabilities within the system.
- h. Database shall include functionality to enable authorized users to upload or submit data directly to the database.
 - i. Contractor shall establish standardized forms and/or practices for data uploads, to include but not limited to, setting data field parameters that force “clean” data entry. For example, if an entire name is entered into the First Name field, the submission would be denied if Last Name is left blank with an indicator of the error.
- i. Database shall be designed to enable additional data fields, data types, and other elements to be incorporated into the database as needed.
- j. Database shall be searchable by, at a minimum, the name of the petitioner, ward, guardian, and legal counsel for all parties; the demographic information of the ward; the location of the guardian’s office; the name of the judge and the circuit in which the case is brought; and the number of wards served by each guardian, by ward county of residence.
 - i. To improve oversight, reporting, and transparency, the





system shall allow for queries and reporting utilizing all or some of the data fields referenced.

- k. Database shall be designed to enable integration with other technology and services, including the ability to upload defined data fields (i.e., information) from the database to a publicly available web page to allow access to the general public in a searchable format.
- l. Shall provide for the ability to generate reports from the database, including the ability to report data in aggregated and deidentified formats. These reports include, but are not limited to, reports of statewide, circuit-level, and county-level statistical data to provide assistance to the courts, the Department of Elder Affairs, and other stakeholders such as the Legislature, as well as to provide transparency to the public and the Legislature regarding the state's guardianship system.
- m. Shall provide functionality to enable the CCOC to generate ad hoc reports using information in the database.

4. Web Page

- a. Contractor shall design, develop, and implement a publicly available web page to display specific information from the database in a searchable format. Such professional guardian information must be limited to the names of professional guardians and current data regarding the number of wards served by each guardian, the counties of residence of such wards and the number of wards residing in each county, and whether the wards are under limited or plenary guardianships. Personal identifying information of wards may not be included in the data that is searchable.
- b. Shall provide for the ability to publish on the web page statistical data reports from the database.

5. Training

- a. In conjunction with delivery of the Guardianship Database and webpage, the Contractor shall provide knowledge transfer through comprehensive training on each component of the database and webpage, and system best practices. Knowledge transfer and training plans should address the procedures, training delivery methodology and mechanisms, training format, schedule, support, curriculum, sample data, and any additional information needed to effectively train CCOC administrators and users of the new system.



6. Information Technology Requirements

- a. Contractor shall provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.
- b. Contractors, providers, and partners employed by the Corporation (CCOC) or acting on behalf of the Corporation (CCOC) shall also fully comply with the Florida Cybersecurity Standards, as established in 60GG-2, F.A.C.
- c. In accordance with Rule 60GG-4.002, F.A.C., to the extent the Contractor is providing cloud services or products, the geographic location of data (as defined in section 282.0041, F.S.) shall be restricted to the continental United States. Remote access to data, other than open data, from outside the continental United States is prohibited.
- d. Contractor shall ensure proposed information technology resources and solutions meet applicable interoperability standards defined by the Florida Courts Technology Commission so that each circuit court can easily access the information for regular use in judicial proceedings. The Florida Courts Technology Standards can be viewed online at: <https://www.flcourts.org/content/download/801491/file/florida-supreme-court-technology-standards-november-2020.pdf>
- e. Use of any third-party platforms, software, or other technology shall be organized and arranged in a manner to ensure the Corporation (CCOC) has full ownership of the data associated with the Guardianship Database, the source code and/or custom configurations if applicable, and any accounts, subscriptions, or licensing required for the solution.
- f. The solution shall support modern authentication protocols to safeguard the integrity of data and prevent unauthorized access to the Guardianship database.
- g. The solution shall follow information technology development standards and best practices, including the utilization of development, test, and production environments to manage change control and minimize service disruption.

7. Contractor Responsibilities

- a. Contractor, together with its agents, suppliers, subcontractors, officers, and employees, represents with the execution of this Contract that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to provide the services identified herein.
- b. Contractor shall have the staff and technical resources to reliably design, install, and configure the proposed database and web site.
- c. Contractor shall be required to prescribe and coordinate any prerequisite hardware and/or upgrades with the Corporation and its Information Technology Staff. This includes any support for installation and testing of the database and/or website to the point of independent operations by Corporation staff.
- d. Contractor shall provide thorough documentation related to the hosted environment(s) of the database, including details regarding information systems security and availability.
- e. Contractor, together with its employees, agents, or subcontractors performing work under the Contract, shall be properly trained and meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.
- f. All Contractor employees, agents, or subcontractors performing work under the Contract shall comply with all Corporation policies and procedures, including, but not limited to, security and/or administrative requirements.
- g. The Corporation may refuse access to, or require replacement of, any of Contractor's employees, agents, or subcontractors for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Corporation's security and/or administrative requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract.
 - i. The Corporation may reject and bar from any facility for cause any Contractor's employee, agent, or subcontractors.
- h. Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically meet all requirements for retaining public records and transfer to the Corporation, at no cost, all public records in possession of the

Contractor upon expiration or termination of the Contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements.

- i. All records stored electronically shall be provided to the Corporation by the Contractor in a format that is compatible with the information technology systems of the Corporation.
 - j. Contractor shall provide detailed timeframes for any required hardware/software or other technology purchase(s) and/or upgrade(s), database installation, configuration, training, data conversion, end-user and technical training, and an estimated "go-live" date with key dependencies noted.
 - k. Contractor shall hold, at a minimum, standing weekly status meetings with Corporation's Project Manager throughout project execution and/or duration of Contract. Contractor's Project Manager shall develop and furnish Corporation's Project Manager a meeting agenda for said meetings **no later** than 24 hours and one (1) full Business day in advance of said meetings.
 - l. Parties' Project Managers shall together coordinate meetings, workgroups, workshops, and all other activities related to the performance of services under this Contract which involve both Contractor and Corporation membership participation; however, Contractor shall be responsible for leading and facilitating said meetings, workgroups, workshops, and all other activities related to the performance of services under this Contract.
 - m. Contractor shall furnish Corporation's Project Manager detailed weekly reports that include the overall status of the project, plan/tasks, schedule and milestones, risk assessments, upcoming activities and anticipated needs/support from the Corporation, Corporation's Project Manager and/or other resources, along with any and all other pertinent information.
 - n. Contractor shall provide the deliverables outlined, on schedule to the extent that is within its control, along with all required documentation to include, but not limited to a "data dictionary."
8. Corporation Responsibilities
- a. The Corporation shall assign a Contract Manager and Contract Administrator to manage the Contract.

- b. The Corporation shall assign a Project Manager to represent the Corporation, who shall serve as the primary point-of-contact for the Corporation and will assist the Contractor and the Contractor's assigned Project Manager throughout execution of the project.
- c. The Corporation's Project Manager shall coordinate with the Contractor to schedule the Project Kick-off meeting, any and all subsequent meetings, and project activities to include coordinating with Subject Matter Experts to work with and assist Contractor throughout the duration of the Contract.
- d. The Corporation and Corporation's Project Manager shall approve the project schedule developed and provided by the Contractor and establish expectations of Contractor performance.
- e. The Corporation shall supply the Contractor with contact information for end users for the purposes of testing the Guardianship database and other project needs deemed necessary for Contractor to perform services under Contract.
- f. The Corporation and its Project Manager, along with the Contractor, shall establish measurable milestones for the project.
- g. The Corporation's Project Manager shall receive, review, and make recommendations to Corporation on all deliverables in established timeframes and Corporation shall authorize timely payments for approved and accepted deliverables.
- h. The Corporation shall review and approve the assignment of all team members, both initially proposed and any subsequent changes.
- i. The Corporation and the Corporation's Project Manager shall be available for consultation throughout the project, and work with the Contractor's Project Manager who shall serve as lead on the project.

9. Deliverables and Financial Consequences

Deliverables may be submitted earlier than the delivery dates listed in **Table 1**. All deliverables are subject to the approval and acceptance of the Corporation. The Contractor shall provide services in conjunction with the tasks identified herein **J. Scope of Services** to complete the deliverables as described in the table below. The Corporation may waive or amend any due dates in writing at its sole discretion.



**TABLE 1
DELIVERABLES AND FINANCIAL CONSEQUENCES**

No.	Deliverable	Performance Measures	Financial Consequences
1	The Contractor shall host a kick-off meeting with CCOC staff to delineate Contractor and CCOC roles for the completion of the deliverables based on the timeline provided in the Project Plan.	Conduct kick-off meeting with the CCOC staff within 10 business days of contract execution.	Failure to conduct kickoff meeting within 10 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business day beyond the due date. Such reduction shall be made from the deliverable payment.
2	<p>The Contractor shall submit a Project Plan, including, but not limited to, the following components:</p> <ul style="list-style-type: none"> • Project Plan Summary • Scope Management Plan • Cost Management Plan • Resource Management Plan • Risk Management Plan • Communication Plan • Change Management Plan • Project Schedule • Quality Management Plan • Security Management Plan 	Project Plan shall be submitted to the CCOC Project Manager, for approval by the CCOC, within fifteen (15) business days of contract execution. The CCOC will review, edit, and provide comments to the initial Project Plan and will respond to the Contractor within five (5) business days. The Contractor will have five (5) business days to incorporate requested changes by the CCOC and submit a final Project Plan to the CCOC Project Manager for approval by the CCOC.	Failure to provide a Project Plan within fifteen (15) business days of contract execution and a final Project Plan within five (5) business days of receiving edits and comments from the CCOC will result in a deduction of 5% of the deliverable cost for each business day beyond the due date. Such reduction shall be made from the deliverable payment.
3	<p>The Contractor shall develop the System Design Documentation, including, but not limited to, the following components:</p> <ul style="list-style-type: none"> • Business Design • User Interface Control • Systems Integration Design • Interface Specification Design • Entity Relationship Diagram • Data Dictionary • Infrastructure Requirements & Design • Security Requirements & Design • ADA Compliance • Maintenance Requirements • User Documentation • Reports Inventory <p>The System Design Documentation must also include a report demonstrating how the solution's design will ensure compliance with the interoperability requirements established by the Florida Courts Technology Standards.</p>	Develop the System Design Documentation and Florida Courts Technology Standards Compliance Report, as specified, within 30 business days of contract execution. Evidence of the development of the System Design Documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the System Design Documentation within 30 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

No.	Deliverable	Performance Measures	Financial Consequences
4	Develop a Requirements Traceability Matrix, which defines the system requirements that must be met by the delivered solution.	Develop the Requirements Traceability Matrix, as specified, within 40 business days of contract execution. Evidence of the Requirements Traceability Matrix and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to develop the Requirements Traceability Matrix within 40 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
5	Develop a working prototype of the solution in a testing environment based on the requirements identified in the Requirements Traceability Matrix.	Provide a working prototype of the solution in a testing environment, as specified, within 50 business days of contract execution. Evidence of the working prototype and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide a working prototype of the solution within 50 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
6	Develop the Master Test Plan, which must define the process and approach for all comprehensive levels of testing and the testing work streams, such as system integration, performance, unit, accessibility, regression, and security testing.	Development of the Master Test Plan, as specified, within 60 business days of contract execution. Evidence of the development of the Master Test Plan and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the Master Test Plan within 60 business days of contract execution will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
7	Develop automated system test scripts, complete system test, and submit test logs and results.	Development of the automated system test scripts and complete system test, as specified, within 65 business days of contract execution. Evidence of the development of the automated system test scripts and complete system test, along with test logs and results and any other required documentation, must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to provide the automated system test scripts and complete system test, along with required documentation as specified, within 65 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
8	Conduct User Acceptance Testing (UAT) and provide detailed results of the UAT execution.	Completion of User Acceptance Testing, as specified, within 80 business days of contract execution. Evidence of the completion of UAT, along with detailed results and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC. Contractor will have 5 business days to correct any deficiencies related to specified requirements identified during UAT.	Failure to complete UAT with detailed results and correct any identified deficiencies, as specified, within 85 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
9	Develop a Data Conversion Plan, which must include details of the methods and processes to execute the required data conversions from the existing systems to the new system. Develop a Data Migration and Mapping	The Data Conversion Plan and the Data Migration and Mapping Plan must be completed, as specified, within 90 business days of contract execution. Evidence of the completion of Data Conversion Plan and the Data Migration	Failure to complete the Data Conversion Plan and the Data Migration and Mapping Plan, as specified, within 90 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week

No.	Deliverable	Performance Measures	Financial Consequences
	Plan, which includes necessary translation of existing data elements to the data elements in the new solution.	and Mapping Plan, along with any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	beyond the due date. Such reduction shall be made from the deliverable payment.
10	Perform the data conversion and migration and ensure load was successful before system deployment. Develop a Data Conversion Report, which provides summarized results of the conversion and migration and includes the detailed metrics and disposition of data elements from the existing systems to the new solution.	Complete the data conversion and migration and provide the Data Conversion Report, as specified, within 105 business days of contract execution. Evidence of the completion of the data conversion and migration, the Data Conversion Report, and any other required documentation, must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to complete the data conversion and migration and provide the Data Conversion Report, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
11	Develop the Detailed Implementation Plan, which must outline the detailed processes and approach to the implementation of the new solution. Develop the Deployment Checklist, which must define the step-by-step processes and timing that must be adhered to for the successful pre-implementation, implementation, and post-implementation of the new solution.	The Detailed Implementation Plan and Deployment Checklist must be completed, as specified, within 105 business days of contract execution. Evidence of the completion of the Detailed Implementation Plan and Deployment Checklist, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to complete the Detailed Implementation Plan and Deployment Checklist, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
12	Develop Final Training Materials, which consist of the procedures, interactive courses, schedule, support, curriculum, sample data, etc. needed to train CCOC administrators and users of the new system. Develop a Knowledge Transfer Plan that includes information on how CCOC administrators will make future configurations and modifications to System.	The Final Training Materials and the Knowledge Transfer Plan must be completed, as specified, within 105 business days of contract execution. Evidence of the completion of the Final Training Materials and the Knowledge Transfer Plan, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to complete the Final Training Materials and the Knowledge Transfer Plan, as specified, within 105 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
13	Deliver a working system in a Production environment, as well as Final System and User Documentation required for the operation of the overall solution, which must include system details and user documentation. Supporting documents to the System and User Documentation to be provided by the Contractor shall include: <ul style="list-style-type: none"> • System Administration Manual • User Manual • Interface Control Document 	Delivery of a working system in the Production environment and completion of the Final System and User Documentation, to the CCOC's satisfaction, meeting all specifications set forth herein and in all approved documentation and plans submitted hereunder, within 140 business days of contract execution. Following acceptance of the working system, Contractor must deploy the working system within 5 business days of a request by the CCOC to make the system live.	Failure to deliver a working system in the Production environment and provide the Final System and User Documentation, as specified, within 140 business days of contract execution and subsequently deploy the working system within 5 business days of a request by the CCOC, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

No.	Deliverable	Performance Measures	Financial Consequences
		Evidence of a working system in the Production Environment, the completion of the Final System and User Documentation, including the System Administration Manual, User Manual, Interface Control Document, deployment of a working system, and any other required documentation, which must be submitted to the CCOC Project Manager and approved by the CCOC.	
14	Conduct Knowledge Transfer based on training materials and Knowledge Transfer Plan.	Completion of conducting the Knowledge Transfer based on training materials and Knowledge Transfer Plan, as specified, within 140 business days of contract execution. Evidence of the completion of the Knowledge Transfer, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to completely conduct the Knowledge Transfer, as specified, within 140 business days of contract execution, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
15	Develop a Transition Plan, which identifies the approach and milestones necessary to transfer operation of the system from the Contractor to the CCOC.	Submittal of the Transition Plan, as specified, within 15 business days of acceptance of Deliverable 13. The Transition Plan, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Transition Plan within 15 business days of acceptance of Deliverable 13, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
16	Develop a Transition Completion Report which identifies the completed milestones of the transition plan.	Submittal of the Transition Completion Report, as specified, within 10 business days of acceptance of Deliverable 15. The Transition Completion Report, as specified, and any other required documentation must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Transition Completion Report within 10 business days of acceptance of Deliverable 15, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.
17	Submit a Project Closure Report, which includes details of the activities needed to close out all Project activities, tasks, and reports. Components of the Project Closure Report that shall be provided by the Contractor include: <ul style="list-style-type: none"> • Project Lessons Learned Report • Project Release Document (Signed) • Post Implementation Review Report • Post Implementation Evaluation Report 	Submission of the Project Closure Report, as specified within 5 business days of acceptance of Deliverable 16. The Project Closure Report must be submitted to the CCOC Project Manager and approved by the CCOC.	Failure to submit the Project Closure Report supported with required documentation within 5 business days of acceptance of Deliverable 16, as specified, will result in a deduction of 5% of the deliverable cost for each business week beyond the due date. Such reduction shall be made from the deliverable payment.

No.	Deliverable	Performance Measures	Financial Consequences
	<ul style="list-style-type: none"> • Change Log (Closed Out) • Contract(s) Closure 		

a. Financial Consequences

The Corporation will assess financial consequences for deliverable failures solely within the Contractor's control. The Corporation, at its discretion, may work with the Contractor to establish a "cure" period, allowing Contractor an opportunity to make corrections prior to the Corporation assessing financial consequences.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under this Contract shall meet the standards set forth above, and explicitly agrees to the Corporation's assessment of financial consequences if deliverable(s) is not met timely, is unacceptable, and/or not corrected within an established "cure" period. The Corporation's assessment of financial consequences on deliverable payment(s) shall not affect the Contractor's obligation to continue to provide services as required by this Contract.

The Contract Manager will provide written notice to the Contractor's Representative of financial consequences if assessed accompanied by detail sufficient for justification of the assessment.

b. Default

Failure to adhere to Contract terms and conditions may be handled in accordance with Section 287.1351, F.S. The Corporation may take any other actions deemed necessary and appropriate to make the State whole in the event of default.

L. Monitoring and Evaluation Methodologies

1. Methodologies

The Corporation may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under this Contract and in determining compliance with the Contract terms and conditions:

- a. Tracking timeliness in meeting obligations under this Contract, with exception of mutually agreed upon extensions and/or changes to schedules documented in writing;
- b. Quality assessments of Contractor, staff, and/or subcontractors' performance of services under this Contract, to include:
 - i. Specific Deliverables as outlined in Table I
 - ii. Organization and Overall Management of the Project
 - iii. Communications:
 1. Contractor Engagement
 2. Routine, frequent, professional, and collaborative communication, with Corporation's Project Manager and Contract Manager

3. Establishing and maintaining professional, positive, and collaborative working relationships with Corporation staff, Clerks and staff, stakeholders, other agencies and entities, and others
 4. Professional, positive, and productive interactions with all members of meetings, workgroups, workshops, and other activities during the performance of service related to this Contract
 5. Weekly project status reports which are professionally written, thorough, and provide appropriate information
 6. All reports, documentation, and project materials are professionally written, thorough, and organized
 7. Presentations, oral and written components, are organized, professional, and quality
- c. Reviews of all records and documentation for quality and accuracy related to service under this Contract
 - d. Surveys and/or interviews with Corporation staff to include Clerks and their staff
 - e. Survey and/or interviews with partner agencies and entities engaged in this project
 - f. Survey and/or interviews with other stakeholders
 - g. Unsolicited feedback both positive and negative
 - h. Audits
2. Monitoring Tool
The Corporation will develop and administer a Contract Monitoring tool in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Contractor's performance.
 3. Monitoring Reports and Corrective Action
The Contract Manager will provide a written monitoring report to the Contractor within one (1) week or the timeframe prescribed in **Table 1: Deliverables**, of deficiencies, areas of non-compliance and/or breaches of Contract identified by the Corporation's Contract Manager, with input from the Corporation's Contract Administrator/Project Manager, which will describe in sufficient detail with supporting documentation when it exists. The Corporation, at its discretion, may afford the Contractor a feasible "cure" period, with the timeframe specified in the written notification, beginning upon providing Contractor written notification to make corrections without penalty.

The Corporation, at its discretion, may work with the Contractor to adjust deliverable dates for impacted deliverables and/or waive financial consequences accordingly.

IV. CONTRACTOR COMPENSATION:

A. Payment

The Corporation will compensate the Contractor for the project deliverables provided as delineated below in **TABLE 2: DELIVERABLE COST SCHEDULE**. The Contractor may only invoice the Corporation upon the performance of services associated with project tasks and activities making up the Contract's deliverables, and Corporation's acceptance of each deliverable.

Contractor will submit invoices to receive payment for services directly to Corporation's Contract Manager along with documentation detailing services performed as part of the Contract's deliverable which support the invoice for payment. By making submissions, Contractor certifies their correctness and attests to complying with the Contract's requirements. All invoices, supporting documentation, and payments shall be subject to audit by the Corporation or its designee and/or State or its designee.

The Corporation will consider the invoice ready for payment once received, reviewed, and approved by the Contract Manager.



TABLE 2: DELIVERABLE COST SCHEDULE

Deliverable Description	Deliverable Cost
1: Project Kick-Off Meeting	\$10,000.00
2: Project Plan	\$25,000.00
3: System Design Documentation & Florida Courts Technology Standards Compliance Report	\$125,000.00
4: Requirements Traceability Matrix	\$25,000.00
5: Solution Prototype	\$295,000.00
6: Master Test Plan	\$25,000.00
7: Automated System Testing and Results	\$45,000.00
8: User Acceptance Testing	\$45,000.00
9: Data Conversion and Migration Plans	\$25,000.00
10: Data Conversion and Migration	\$280,000.00
11: Implementation Plan and Deployment Checklist	\$25,000.00
12: Training Materials and Knowledge Transfer Plan	\$45,000.00
13: Working System and Supporting Documentation	\$280,000.00
14: Knowledge Transfer	\$25,000.00
15: Transition Plan	\$25,000.00
16: Transition Completion Report	\$25,000.00
17: Project Closure	\$25,000.00
Total Deliverable Costs	\$ 1,350,000.00

B. MyFloridaMarketPlace

1. MyFloridaMarketPlace (MFMP)

Each contractor doing business with the State of Florida, as defined in Section 287.012, F.S., shall maintain an active registration in the MFMP Contractor Information Portal (VIP) unless exempted under Rule 60A-1.033, F.A.C. For assistance with registration, Contractors may contact the MFMP Customer Service Desk at ContractorHelp@myfloridamarketplace.com or (866) 352-3776.

2. Contractor Substitute W-9

The Florida Department of Financial Services requires all Contractors electronically complete a Substitute Form W-9 at: <https://flContractor.myfloridacfo.com/casappsp/cw9hsign.htm>.

A list of frequently asked questions and related answers regarding this requirement can be found at: <https://flContractor.myfloridacfo.com/W-9%20faqs.pdf>.

C. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Corporation should be aware of the following timeframes:

1. Upon completion of a Deliverable, the Corporation has five (5) Business Days to inspect and either accept or reject deliverable. Upon acceptance of the Deliverable, Contractor shall submit an invoice corresponding to the Deliverable Costs Schedule along with detailed supporting documentation, unless this Contract specifies otherwise. Upon receipt of the invoice and supporting documentation, Corporation will inspect for accuracy and completion, and will remit payment within 30 days for valid invoices.
2. If a payment is not available within 40 Days, a separate interest penalty, as specified in Section 215.422, F.S., will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than \$1 will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors may result in delay of payment. The invoice payment timeframes do not start until the Corporation receives a properly completed invoice.

D. Final Invoice

The Contractor shall submit the final invoice for payment to the Corporation no more than 30 Days after acceptance of the final deliverable by the Corporation or the end date of this Contract, whichever occurs later. If the Contractor fails to do so, all right to payment is forfeited, and the Corporation will not honor any request submitted after aforesaid time period. Any payment due under the terms of this Contract may be withheld until all applicable Deliverables and invoices have been accepted and approved by the Corporation.

E. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Cloud Navigator, Inc.
2551 Welaunee Boulevard
Tallahassee, Florida 32308

F. Travel Expenses

Contractor shall be responsible for any and all travel expenses Contractor and/or its sub-contractors incur in order to fulfill the terms of the Contract.

G. Annual Appropriation

The State of Florida's and the Corporation's performance of this Contract and duty to render payment are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Corporation agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Contractor Ombudsman

A Contractor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Contractor Ombudsman may be contacted by calling the Florida Department of Financial Services at (850) 413-5516.

V. CONTRACT MANAGEMENT:

A. Contract Manager

The Contract Manager for this Contract is:

John Dew, Executive Director
Florida Clerks of Court Operations Corporation
2560-102 Barrington Circle
Tallahassee, FL 32308
(850) 386-2223
Email: jdew@flccoc.org

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Corporation and the Contractor;
4. Enforce performance of the Contract terms and conditions;
5. Verify receipt of Deliverables from the Contractor;
6. Monitor and evaluate the Contractor's performance to ensure services conform to the Contract requirements;
7. Request all amendments, renewals, and terminations of this Contract, and implement management of the Contract change;
8. Review, verify, and approve invoices from the Contractor;
9. Monitor the Contract budget to ensure funds are available through the Contract term;
10. Exercise applicable remedies, as appropriate, when the Contractor's performance is deficient; and
11. Evaluate the Contractor's performance upon completion of this Contract. This evaluation will be placed in the Contract Management file and will be considered if this Contract is subsequently used as a reference in future procurements.

B. Corporation's Contract Administrator

The Contract Administrator for this Contract is:

C. Nicole Taylor
Florida Clerks of Court Operations Corporation
2560-102 Barrington Circle
Tallahassee, FL 32308
(850) 386-2223
Email: ntaylor@flccoc.org

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Write and maintain this Contract and all amendments;
3. Assist the Contract Manager in evaluating the Contractor's performance; and
4. Maintain records of all formal contract correspondence between the Corporation and the Contractor as provided by the Contract Manager for filing in the Contract Administration file.

C. Contractor's Representatives

The name, title, address, and telephone number of the Contractor's Representatives responsible for administration and performance under this Contract are:

Mark Alexander
Cloud Navigator
2551 Welaunee Boulevard
Tallahassee, Florida 32308
(850) 684-8150
Email: mark.alexander@cloudnav.com

D. Contract Management Changes

Upon execution of this Contract, changes to Section V. Contract Management, shall be accomplished by written notification to the other party with a copy of the written notification maintained in the official Contract file.

VI. CONTRACT MODIFICATION

A. No Oral Modifications

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Corporation employee. Only those communications that are in writing from the Corporation's staff identified in Section III., C. shall be considered a duly authorized expression on behalf of the Corporation. Only signed written communications from the Contractor's Representative will be recognized by the Corporation as duly authorized expressions on behalf of the Contractor. Unless otherwise stated herein, modifications to the provisions of this Contract shall be valid only through execution of a written Contract amendment, signed by both parties.

B. Scope Changes After Contract Execution

During the term of this Contract, the Corporation may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The Contractor may request an equitable adjustment in the Contract prices or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Corporation, which shall not be unreasonably withheld. The Corporation shall provide written notice to the Contractor 30 Days in advance of any Corporation-required changes that affect the Contractor's ability to provide the service as specified herein.

VII. TERMINATION

A. Termination at Will

This Contract may be terminated by either party upon no less than 180 Days' written notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Lack of Funding

If funds required to finance this Contract become unavailable, the Corporation may terminate this Contract upon no less than 24 hours written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Corporation shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Corporation may, by written notice to the Contractor, terminate this Contract upon 24 hours written notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Corporation may employ the default provisions in Chapter 60A-1,

F.A.C. The provisions herein do not limit the Corporation's right to remedies at law or in equity.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

E. Contract Termination Requirements

If at any time, this Contract is canceled, terminated, or otherwise expires, and a contract is subsequently executed with a different contractor or service delivery is resumed by the Corporation, the Contractor has the affirmative obligation to assist in the smooth transition of services to the subsequent service provider. This includes, but is not limited to, the timely provision of all Contract-related documents and information, not otherwise protected from disclosure by law to the replacing party. If transitioning to a new contractor, the Corporation may reduce locations or services provided as the Contract end date approaches. Any such reduction shall be implemented and at the discretion of the Corporation in its determination of the best manner to transition services.

VIII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to (a) keep and maintain public records required by the Corporation in order to perform the service; (b) upon request from the Corporation's custodian of public records, provide the Corporation 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 this chapter or as otherwise provided by law; (c) 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 this Contract if the Contractor does not transfer the records to the Corporation; and (d) upon completion of this Contract, transfer, at no cost, to the Corporation all public records in possession of the Contractor or keep and maintain public records required by the Corporation to perform the service. If the Contractor transfers all public records to the Corporation upon completion of this 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 this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Corporation, upon request from the Corporation's custodian of public records, in a format that is compatible with the information technology systems of the Corporation. Pursuant to §287.058(1)(c), F.S., the Corporation is allowed to unilaterally cancel this Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this

Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution or §119.07(1), F.S.

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:

**FLORIDA CLERKS OF COURT OPERATIONS CORPORATION
ATTN: CONTRACT MANAGER
JOHN DEW, EXECUTIVE DIRECTOR
2560 BARRINGTON CIRCLE, SUITE 2
TALLAHASSEE, FLORIDA 32308
TELEPHONE: (850) 386-2223
EMAIL: JDEW@FLCCOC.ORG**

2. Audit Requirements

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Auditing Standards (GAAS).
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor, and any subcontractor its employees to perform services relating to this Contract, shall fully cooperate with the Auditor General, Corporation, any Corporation designee, and/or any other entity with legal authority to investigate, audit, inspect, or review any and all information relevant to the performance of this Contract.

3. Record Retention

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years following termination of this Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Corporation and the terms of this Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Corporation upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on Section V., C., Contractor's Representative, or the address listed in Section IV., F., Official Payee. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Corporation's Contract Manager for review. All documents must be retained by the Contractor for a period of seven (7) years following termination of this Contract, or, if an audit has been initiated and

audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Corporation to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Contractor shall advise the Corporation of the location of all records pertaining to this Contract and shall notify the Corporation by certified mail within 10 Days of the records being moved to a new location.

B. State Objectives

1. Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915. The State is dedicated to fostering the continued development and economic growth of small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Contractors doing business with the State is central to this effort. To this end, it is vital that small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both contractors and subcontractors in this Contract. Small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises are strongly encouraged to contribute to this Contract. The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-owned, women-owned, and service-disabled veteran-owned business enterprises to the Contract Manager. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, subcontractors, contractors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code, and Federal Employer Identification Number of each minority or service-disabled veteran Contractor utilized during the period, commodities and services provided by the minority or service-disabled veteran business enterprise, and the amount paid to each minority or service-disabled

veteran Contractor on behalf of each purchasing agency ordering under the terms of this Contract.

2. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, F.S., relating to the procurement of materials with recycled content.

3. Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The Contractor agrees that any purchases required under this Contract shall be made from PRIDE if of comparable price and quality as the items or services sought. The Contractor shall be deemed as substituted for the Corporation in dealing with PRIDE for the purposes of this Contract. This clause is not applicable to subcontractors unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.pride-enterprises.org> .

4. Products Available from the Blind or Other Handicapped (RESPECT)

The Corporation supports and encourages the gainful employment of citizens with disabilities. The Contractor agrees that purchases required under this Contract shall be made from a nonprofit agency for the blind or for the severely handicapped qualified pursuant to Chapter 413, F.S., in the same manner, and under the same procedures set forth in Sections 413.036(1) and (2), F.S. The Contractor shall be deemed as substituted for the Corporation for the purposes of this Contract. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org> .

C. Sponsorship

If the Contractor sponsors a program financed partially 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 Cloud Navigator and the Florida Clerks of Court Operations Corporation." If the sponsorship reference is in written material, the words "Florida Clerks of Court Operations Corporation" shall appear in the same size letters or type as the name of the Contractor.

D. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

E. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Contracts.

F. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Corporation, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 U.S.C. §1983, the Civil Rights Act.

G. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. This shall include, but is not limited to, worker's compensation, general liability coverage, and property damage coverage. The Corporation must be an additional named insured on the Contractor's insurance related to this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Corporation under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification 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 Corporation reserves the right to require additional insurance where appropriate. If the Contractor is a State agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the Corporation, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

H. Independent Contractor Status

The Contractor is an independent contractor in the performance of its duties and responsibilities under this Contract. The Corporation shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

I. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced

to writing and delivered to the Corporation's General Counsel. The Corporation's General Counsel shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager.

J. Copyrights, Right to Data, Patents, and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Corporation has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Corporation to do so. If the materials that are so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Corporation shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data solely developed, derived, documented, or furnished by the Contractor under this Contract. All non-proprietary and assignable computer programs and other documentation produced as part of this Contract shall become the exclusive property of the Florida Department of State and may not be copied or removed by any employee of the Contractor without express written permission of the Corporation.

The Contractor, without exception, shall indemnify and save harmless the Corporation and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Corporation's alteration of the article. The Corporation will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Corporation the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Corporation agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

Handwritten initials 'AS' and 'GRS' in black ink, positioned to the right of the 'INITIALS' label.

K. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Contract Manager, enter into a written subcontract(s) for the performance of certain functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall make payments to subcontractors.

L. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without the Contract Manager's prior written approval. The Corporation shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

M. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

For each day deliverables are delayed due to the above-described interruptions, Corporation shall waive financial consequences accordingly.

N. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

O. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

P. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the Corporation for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Corporation shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Corporation

Q. Florida Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Corporation, shall be on file and in good standing with the Florida Department of State or provide certification of their exemption thereof. By signing this Contract, Contractor certifies that it is in compliance.

R. Scrutinized Companies Contractor Certification

The Contractor, by entering Contract, certifies:

They are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel.

If this Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S.

Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Corporation may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification 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, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of this Contract.

S. Governing Law and Venue

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 the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

T. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any party not a signatory hereto.

U. Health Insurance Portability and Accountability Act

The Contractor, by entering Contract, certifies:

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all applicable regulations promulgated thereunder.

V. Reservation of Rights

The Corporation reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract, to include those proposed services outlined in the Contractor's response (Appendix I). The absence of the Corporation setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Corporation reserves the right to make any and all determinations exclusively, either directly or indirectly, which it deems are necessary to protect the best interests of the State of Florida and the general public, specifically as it relates to guardianship cases and the health, safety, welfare, and overall general wellbeing of wards serviced by professional guardians.

W. Cooperation with Inspector General, Auditor General, Corporation, or Other Entity

In accordance with Section 20.055(5), F.S., the Contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

Additionally, the Contractor and its subcontractors, shall cooperate with the Auditor General, Corporation, Corporation's designee, and/or any other entity with legal authority to investigate, audit, inspect, or review any information relevant to the performance of this Contract.

X. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7), F. S., the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.


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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

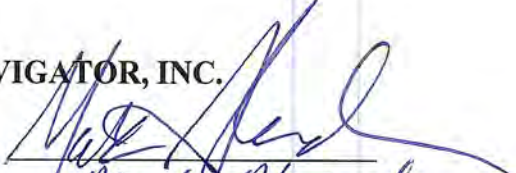
This Contract, any attachments or exhibits, contains all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the documents shall have priority in the order listed.

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

FLORIDA CLERKS OF COURT OPERATIONS CORPORATION (CCOC)

SIGNED: 
NAME: Jeffrey R. Smith
TITLE: Chair - CCOC Executive Council
DATE: 01/23/2023

CLOUD NAVIGATOR, INC.

SIGNED: 
NAME: Mark Alexander
TITLE: CEO
DATE: 1/20/2023

INITIALS  GRS