

RESOLUTION NO. 2010 - 300

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE CONTRACT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND GATEWAY COMMUNITY SERVICES, INC., AND AUTHORIZING THE CHAIR TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY.

WHEREAS, the State of Florida Department of Children and Families (DCF) currently contracts with St. Johns County Board of County Commissioners (BCC) to provide substance abuse detox and residential services, and

WHEREAS, no facility exists in St. Johns County that can provide detox and residential services and it is necessary for St. Johns County to subcontract this funding to agencies that provide these services, and

WHEREAS, Gateway Community Services, Inc. is able to provide detox and residential services and has been a satisfactory vendor, and

WHEREAS, Gateway Community Services, Inc. is also able to provide transportation services to their detox/residential facility the provision of which will be included in this agreement, and

WHEREAS, the new contract with DCF is attached and incorporated as an Exhibit to the Authorizing Resolution; and

WHEREAS, the County has determined that approving the Contract with DCF is in the overall interests of the County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

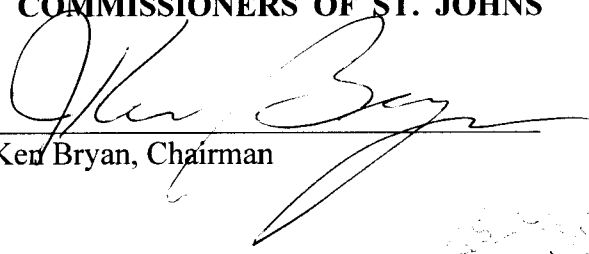
1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Contract between St. Johns County, Florida and Gateway Community Services, Inc., and authorizes the Chairman of the Board of County Commissioners to execute the Contract on behalf of the County.
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 21 day of December 2010.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA**

By: _____

J. Ken Bryan, Chairman



ATTEST: Cheryl Strickland, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 12/28/10



AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA

and

GATEWAY COMMUNITY SERVICES, INC.

This Contract is made on this ____ day of December 2010 by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as (“ the County”), and Gateway Community Services, Inc., hereinafter referred to as (“Gateway”), a corporation licensed to do business in the State of Florida, whose main address is 555 Stockton Street., Jacksonville, Florida 32204.

WHEREAS, the State of Florida (hereinafter referred to as “the State”) legislature has determined that it is essential that the people of the State of Florida have access to adequate health care;

WHEREAS, the State has determined that the State of Florida and the counties therein must share the responsibility of assuring that adequate and affordable health care is available to all Floridians;

WHEREAS, the State specifically authorizes counties to provide hospitals, ambulance service and health and welfare programs;

WHEREAS, the Health and Human Services Department of the County serves the residents of St. Johns County, Florida;

WHEREAS, Gateway operates and manages facilities licensed by Florida’s Department of Children and Families and has experience and expertise in the area of detoxification and residential services, in serving the residents of St. Johns County and the other surrounding counties of Florida Department of Children and Families District IV-A;

WHEREAS, the County requires certain services of Gateway in order to serve its St. Johns County residents requiring residential and other rehabilitation services at the request of the County, subject to resource availability;

WHEREAS, the parties desire to enter into this Agreement pursuant to which Gateway agrees to provide certain substance abuse services at the request of the County;

WHEREAS, the need exists for transportation for citizens of St. Johns County to Gateway’s Detoxification program;

NOW THEREFORE, in consideration of the foregoing and upon mutual terms, covenants and conditions hereinafter set forth, the County and Gateway hereby agree as follows:

Section 1 – Term:

The term of this Agreement shall commence on December _____, 2010 terminate June 30, 2011, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement.

Either the County or Gateway may request, in writing, an extension of this Agreement. If the extension request is acceptable to the other party, then such party shall approve the extension request, in writing. Both the extension request, and approval of the extension request, shall indicate the same timeframe/duration of the extension of this Agreement.

Section 2 - Responsibilities of Gateway:

During the term of this agreement, Gateway shall provide the following services. (It is noted that ASAM criteria will be utilized in the evaluation of a client's appropriateness for services):

- A. Provide Detoxification Services for adult clients when referred by a staff member of the St. Johns County Health and Human Services Department (SJCHHS) or our designee.
- B. Provide Adult Residential Services, including Women's Project, for clients when referred by a staff member of SJC or our designee.
- C. Provide Adolescent Residential Services for clients when referred by a staff member of SJC or our designee.
- D. Provide transportation services to eligible clients referred to Gateway Detoxification Facility after client has been cleared as medically stable for detoxification services by Flagler Hospital staff. Pick up at Flagler Hospital will be within two hours of notification. In the event there are multiple requests within a four hour time frame, pick up within two hours may not be possible.
- E. Cooperate with SJCHHS staff in discharge planning of referred clients.
- F. Contact SJCHHS to verify a client presenting for residential treatment has been approved by SJC. If a client presents after business hours, call (904) 824-HELP (824-4357) for verification of approval.
- G. Conduct a complete financial intake on each client referred to Gateway to include household salary amount, number in household and other pertinent information as listed on the SJC Inpatient Admission Information form attached hereto and

incorporated herein by reference as Attachment I. Return to the County a copy of the completed form with discharge paperwork.

- H. In the event a referred client develops medical problems requiring medical hospitalization or emergency treatment, Gateway will use best efforts to arrange for the transfer of such referred client to an appropriate health care provider/facility. Gateway will notify the SJCHHS staff of such status within a reasonable time period in accordance with applicable laws and regulations. The SJCHHS staff will advise Gateway as to whether the client is to be discharged as a client of Gateway, or whether the client's placement is to be kept available, in which case SJCHHS will reimburse Gateway for the days the client is absent, in accordance with Section 4.
- I. Provide detoxification and residential services in accordance with State of Florida Department of Children and Families Circuit IV Substance Abuse/Mental Health (SAMH) contract requirements which are regional requirements.
- J. Gateway will maintain an active/current State of Florida, Department of Children and Families (DCF) license for substance abuse treatment and will comply with all applicable DCF Operating Procedures, Florida Administrative Codes and State/Federal Statutes.
- K. Gateway will comply with SAMH, Department of Children and Families outcome reporting on data submission requirements to the State Data Warehouse. Such compliance will include submitting the required initial and discharge outcome measure information, and submission of data documentation indicating Tax I.D. number 59-6000825, the County Contract #NH210, and contract site number (05) for clients being billed using St. Johns County Board of County Commission / Mental Health and Recovery Services funds.
- L. Notify SJCHHS of designated individuals and telephone numbers as points of contact to share information and to address areas of conflict in service delivery.
- M. Gateway, in accordance with Rule 65C-14.016, F.A.C., will maintain and implement a current written Incident Notification Procedure that shall include, but not be limited to compliance with the Department's Incident Reporting and Client Risk prevention standards as established in CFPO 215-6.
- N. Gateway will, in accordance with Rule 65C-14.012.F.A.C., maintain vehicle used for detoxification transportation in safe operating condition. Gateway will maintain and implement a written Insurance and Safety Requirements Standards Policy for all vehicles and drivers used for the transportation of adults. The policy must include, but is not limited to, a minimum liability insurance policy of

\$100,000 per occurrence and \$300,000 aggregate for bodily injury and property damage. This shall include coverage for owned, hired and non-owned autos.

Section 3 - Responsibilities of County: During the term hereof the County shall, at its own expense:

- A. Provide telephone triage for parties seeking services to Gateway's Detoxification Unit. SJCHHS staff or designee will call Gateway for bed availability for all persons triaged through the SJCHHS.
- B. Formally request Gateway to provide referred clients with specified care pursuant to this agreement. Oral requests shall be promptly documented in writing to Gateway's representative designated from time-to-time in writing by Gateway's Chief Executive Officer.
- C. Assist in discharge planning and referral to County for follow-up services.
- D. Notify Gateway Detoxification staff of the need for transportation service in a timely manner after the patient has been medically cleared by Flagler Hospital staff.
- E. SJCHHS staff to make client aware that client could be responsible for all or some portion of their treatment at Gateway, depending on client's financial status.
- F. Ensure Patient Care Discharge Instruction Sheet and St. Johns County Alcohol and Recovery Program Referral Form and any other pertinent paperwork is ready for patient pick-up at Flagler Hospital prior to transportation to Detoxification Facility at Gateway.
- G. Provide bus vouchers for the patient's return trip to St. Augustine.
- H. Follow procedures as outlined in Attachment II of this document for requesting patient transportation.
- I. Notify Gateway of designated individuals and telephone numbers as points of contact to share information and to address areas of conflict in service delivery.
- J. The County will remit full compensation to Gateway upon receipt of a monthly invoice as provided in Section 4 and upon approval by the SJCHHS Administrative Manager/Finance as to financial eligibility of client(s).

Section 4 – Compensation:

- A. The County will pay Gateway on a fee for service basis for actual bed days used, based on St. Johns County's current contract with the Department of Children and Families. The rates for fiscal year 2010/2011 are as follows:

Adult Detoxification, Level 2	\$204.45 per bed day
Adult Residential Level 2 (Men & Women)	\$174.00 per bed day
Adolescent Residential Level 2	\$174.00 per bed day
Transportation from Flagler Hospital to Gateway Detox	\$1,650.00 per month

- B. Gateway shall bill all other potential payor sources first, including insurance prior to billing the County. The County will not be responsible to pay for clients whose income exceeds the County sliding fee scale based on 200% of Federal Poverty Guidelines and for whom the County cannot be reimbursed by the state. Gateway will be responsible for making payment arrangements directly with higher income clients. Gateway will receive full credit for service days of higher income clients who are billed directly by Gateway. TANF will be considered a payor source of last resort, to the extent of available TANF funds.
- C. The County will pay invoices received from Gateway within 45 days of receipt, or within the time frame permitted under State law, whichever is longer.
- D. The amount of this contract for client services provided is not to exceed \$308,250 without prior authorization of the County. The total amount for this contract shall not exceed \$328,050 for client and transportation services.
- E. Included in the \$308,250 are payments for any individual client referred by the County to Gateway's Women's Recovery Program which shall be capped at \$10,000.00 per year of discharge.
- F. The County will not be financially responsible for adolescent clients referred by the Department of Juvenile Justice. Gateway will receive full credit for the service days.
- G. The County shall be responsible for notifying Gateway any time there is a change in the funding status of clients in treatment.
- H. For payment purposes, the rates agreed to in this contract will be retroactive back to July 1, 2010.

Section 5 - Independent Contractor: It is recognized that Gateway is an independent contractor with respect to the County. Nothing in this Agreement is intended or shall be construed to create an employer/employee relationship, a joint-venture relationship, or a lease or landlord-tenant relationship between Gateway and the County. Gateway has agreed to comply with all of the rules and regulations of the County. Neither Gateway nor its sub-contractors or employees shall have any claim, under this Agreement or otherwise, against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, or unemployment insurance benefits, or employee benefits of any kind. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other governmental agency should question or challenge independent contractor status of Gateway, the parties hereto mutually agree that both Gateway and the County shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom, such discussions or negotiations are initiated.

Section 6 - Mutual Cooperation: The clinical staff of Gateway and the County will each use best efforts to cooperate with respect to services, including but not limited to initial, intermediate and discharge evaluation, quality assurance and utilization review, to such end that appropriate types and amounts of services are rendered. The County requests a copy of Gateway's most recent financial audit to be submitted in a timely manner, but no later than February 1, 2011. The County also requests a copy of the most recent review from the Joint Accreditation Commission of Healthcare Organizations (JACHO) or The Commission on Accreditation of Rehabilitation Facilities, Inc. (CARF), whichever applies.

Section 7 - Records: The County and Gateway shall create and maintain accurate and complete records for all clients receiving services from such provider in accordance with all federal and state laws and regulations. Each shall permit the other prompt access to such records subject to all applicable federal and state laws regarding confidentiality, reasonable notice and reasonable costs of reproduction.

Section 8 - Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 9 - Review of Records. As a condition of entering into this Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, Gateway authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to terms, conditions, provisions, rights and responsibilities noted in this Contract. It is specifically noted that Gateway is under no duty to provide access to documentation not related to this Contract, and/or is otherwise protected by County, State, or Federal law.

Section 10 - Termination of this Agreement: Notwithstanding any provision of this Agreement to the contrary, the parties may terminate this Agreement in accordance with the following rules:

- A. With, or without cause upon at least thirty (30) days written notice delivered to the other party by certified mail.
- B. This contract may be terminated for non-performance by the County upon no less than twenty-four (24) hours notice, if the immediate health, safety, or welfare of a referred client or the public is threatened or imperiled.
- C. Gateway may terminate this contract upon no less than twenty-four (24) hours notice if the County breaches a material provision of this contract or fails to substantially perform any obligation hereunder, if the immediate health, safety or welfare of a referred client or the public is threatened or imperiled.
- D. At any time during the term of this Agreement, if either party hereto fails to meet its responsibilities under this Agreement and the defaulting party fails to correct such deficient performance within 15 days of receipt of written notice of such deficiency by the no-defaulting party. If applicable the County may employ the default provisions in Chapter 60 A-1.006 (3) F.A.C.
- E. Upon written notice in the event of either party being adjudicated bankrupt, becoming insolvent, consenting to any voluntary bankruptcy or other similar arrangement, or in the event of the appointment of a receiver of such other party.
- F. In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than twenty-four (24) hours notice in writing to Gateway. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.
- G. Upon termination of this contract by either party, Gateway agrees to coordinate with St. Johns County the transfer of clients for continued care and services as appropriate.

Section 11 – Notice: All notices or consents required or permitted herein shall be given in writing and shall be deemed to have been delivered when received in person or upon deposit in the United States Mail, certified, return receipt requested, at the addresses set forth below.

St. Johns County
Board of County Commissioners
Health and Human Services Department
Mental Health / Substance Abuse Div.
1955 U. S. 1 South, Ste. C-2
St. Augustine, FL 32086
Attn: Ven Thomas, Director

Gateway Community Services, Inc.
555 Stockton Street
Jacksonville, FL 32204
Attn: Gary Powers, CEO

Section 12 - Gender and Number: Whenever used herein, the masculine or neuter genders shall include all other genders, including the female gender, and the singular shall include the plural, where the context so permits.

Section 13 - Binding Agreement: The covenants and conditions herein contained shall apply to and bind the County and Gateway.

Section 14 – Waiver: The waiver by any party of any breach under this Agreement shall in no way operate as a waiver of a continuing or subsequent breach of the same or similar covenant or condition.

Section 15 - Time of Essence: Time shall be of the essence with respect to every team, covenant and condition of this Agreement in which time is a factor.

Section 16 - Entire Agreement and Modification: This instrument contains the entire agreement of the parties and supersedes all prior agreements and representations, whether oral or written, express or implied; and provision herein contained shall be modified only upon written agreement of the County and Gateway.

Section 17 - Partial Invalidity: If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

Section 18 - Law of Agreement: This Agreement shall be governed by and construed under the laws of the State of Florida.

Section 19 - Governing Law and Venue: The laws of the State of Florida shall govern the interpretation, construction, and legal effect of this Agreement, the parties agree that the state court forum for said litigation shall be in St. Johns County, Florida, in the court of appropriate jurisdiction, and that the federal court jurisdiction shall be in the Middle District court, Jacksonville, FL, Duval County, Florida.

Section 20 – Abide: The Contractor shall abide by all requirements as stated in the attached State of Florida, Department of Children and Families, Standard Contract, a seven page form,

revised March 2010, Sections I, II, and III, attached hereto and incorporated herein by reference as Attachment III.

Section 21 – Assignment: This Agreement may not be assigned to either party without the prior written consent of the other party.

Section 22 – Inconsistencies: If there are any inconsistencies between the attachments and this document, provisions of this document not including incorporated items shall be applied and prevail.

Section 23 - Warranty/Personnel: Gateway warrants all services shall be performed by skilled and competent personnel in conformance with the accepted professional and technical standards in the field. Gateway further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under State and local law to perform such services. Where licenses, permits and certifications for the provision of services under this contract are required by Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the County. Such personnel shall not be employees of or have any contractual relationship with the County. Failure to comply with the provisions of this Section shall constitute cause for termination under the provisions of the termination clause of this contract.

Section 24 – Background Screening: Any employees or contract employees shall undergo background screening/fingerprinting as applicable in accordance with existing Florida statutes.

Section 25 – Liability: To the extent permitted by law, Gateway shall indemnify and hold harmless the County, its officials, agents, servants, and employees from and against any, and all, claims, liabilities, losses and/or causes of action which may arise from any negligent act or omission on the part of Gateway to the extent such negligent act or omission is connected with the services provided pursuant to this Agreement

Section 26 – Insurance: Gateway shall have, and maintain, for the duration of this Agreement (including any extensions of this Agreement), any, and all, insurance coverage required by the State, and such insurance shall be in at least the minimum amounts required by the County’s Risk Manager. Gateway shall have the County named as an additional insured. Failure to maintain any and/or all required insurance as outlined below shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.

Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- Premises/operations
- Products/complete operations
- Contractual liability
- Independent contractors

Special Requirements:

Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:

St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.

Section 27 – No Third Party Beneficiaries: Both the County and Gateway explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

Section 28 – No Commitment of County Funds: While the County will make all reasonable efforts, in order to provide funds needed to provide the services noted in this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that Gateway cannot demand that the County provide any such funds, from any funding source, or line item, in any given County Fiscal year.

Section 29 – Compliance with Local, State, and Federal Rules, Regulations, and Laws: Both the County and Gateway shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal governments.

Section 30 – Anti-Discrimination: Gateway shall conform to the following Equal Employment Opportunity Statement: *No person shall, on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity funded in whole, or in part, with funds made available to the County.*

IN WITNESS WHEREOF, the County and Gateway have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year as first above written.

Gateway Community Services, Inc.

Attest:

BY: _____
Its Secretary

BY: _____
Its President/CEO

Date: _____

St. Johns County, Florida
by and through its Board of
County Commissioners

Attest:

BY: _____
Its Secretary

BY: _____
County Administrator

Date: _____

Legally Sufficient

BY: _____
Deputy County Attorney

**St. Johns County Health and Human Services
Department**

Inpatient Admission Information

*The following information is due by the second (2nd) day of St. Johns County client detox
or residential stay at Gateway*

Client's Name _____ Date _____

Address _____

SS# _____ Ethnic Origin _____ Race _____

Date of Birth _____ Marital Status _____ Sex _____

Home Phone Number _____

Cell Phone _____

Employer _____

Employer's Phone Number _____

Date of Admission _____

Diagnosis _____

Self Pay or Insurance (Circle one) Reported Income: \$ _____ per month

Family Size _____

Card Holder's Name _____ SS# _____

Relationship to Client _____

Insurance Company Name _____

Phone Number _____

Identification Number _____ Group _____

Completed by _____

Date Faxed _____ Fax to Erin Kraft at 904/209-6002

Received at SJCHHS by _____ Date _____

Transportation Services for St. Johns County

Procedures for St. Johns County Transportation Services

1. Gateway should be notified by St. Johns County staff of patient(s) in need of transportation services by calling Gateway's Detoxification nursing station at 904.781.0838. A beeper will be kept in the nursing station to ensure St. Johns County staff can contact nursing staff if unable to get through on the primary phone number. The beeper number is (904) 286-0430.
2. Gateway nursing staff will log in the request for transportation by recording the caller's name, the patient's name and the time of the call.
3. Nursing staff will notify the on-call transportation staff of the need for services via phone and beeper.
4. Patients will be picked up at Flagler Hospital within two hours of notification to Gateway's nursing station and transported to Gateway's Facility at 555 Stockton Street.
5. Patient's paperwork should be ready when the patient is picked up clearing the patient medically for detoxification at Gateway.
6. Patients will be provided bus vouchers for the return trip to St. Augustine by St. Johns County through Gateway's detoxification program when they are medically stable and completed their detoxification protocols.
7. Suicidal or aggressive patients will not be transported by Gateway staff.

Contract No. NH210Client Non-Client CFDA No. 93.959**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and St. Johns County Board of County Commissioners, hereinafter referred to as the "provider".

I. THE PROVIDER AGREES:**A. Contract Document**

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.057, Florida Statutes (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law, Jurisdiction and Venue**1. State of Florida Law**

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be as provided in PUR 1000. (see Section I.BB)

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

b. If this contract contains over \$100,000 of federal funds, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **Attachment III**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

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

e. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

D. Audits, Inspections, Investigations, Records and Retention

1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.
2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.
3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.
4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.
6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment II.
7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

E. Monitoring by the Department

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings, and request for development, by the provider, of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

1. The provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the provider, its agents, employees, partners, or subcontractors, provided, however, that the provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the department.
2. Further, the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the provider, or article manufactured or used by the provider, its officers, agents or subcontractors in the performance of this contract or delivered to the department for the use of the department, its employees, agents or contractors. The provider may, at its option and expense, procure for the department, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the provider is not reasonably able to modify or otherwise secure the department the right to continue using the product or article, the provider shall remove the product and refund the department the amounts paid in excess of a reasonable rental for past use. However, the department shall not be liable for any royalties. The provider has no liability when such claim is solely and exclusively due to the department's alteration of the product or article or the department's misuse or modification of the provider's products or the department's operation or use of vendor's products in a manner not contemplated by this contract. The provider shall provide prompt written notification to the department of any claim of copyright, patent or other infringement arising from the performance of this contract.
3. Further, the provider shall protect, defend, and indemnify, including attorneys' fees and costs, the department for any and all claims and litigation (including litigation initiated by the department) arising from or relating to provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the provider's redaction, as provided for under Section I.EE.
4. The provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the department negligent shall excuse the provider of performance under this provision, in which case the department shall have no obligation to reimburse the provider for the cost of their defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the department shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

G. Insurance

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

H. Confidentiality of Client Information

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

I. Assignments and Subcontracts

1. The provider shall not assign the responsibility for this contract to another party without prior written approval of the department, upon the department's sole determination that such assignment will not adversely affect the public interest; however, in no event may provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void. The provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld.
2. To the extent permitted by Florida Law, and in compliance with Section I.F. of this Standard Contract, the provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.
4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.
5. The provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

J. Return of Funds

The provider shall return to the department any overpayments due to unearned funds or funds disallowed that were disbursed to the provider by the department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged interest at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.
2. The provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.
2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

N. Independent Capacity of the Contractor

1. In performing its obligations under this contract, the provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.
2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.
5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

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

P. Publicity

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

Q. Final Invoice

The final invoice for payment shall be submitted to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the department.

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Gratuities

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

U. Patents, Copyrights, and Royalties

1. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the department, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
2. If the provider uses or delivers to the department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
3. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. Construction or Renovation of Facilities Using State Funds

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

W. Information Security Obligations

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.
2. The provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.

3. All provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
4. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.
5. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.
6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

X. Accreditation

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

Y. Provider Employment Opportunities

1. Agency for Workforce Innovation and Workforce Florida: The provider understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.
2. Transitioning Young Adults: The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

Z. Health Insurance Portability and Accountability Act

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

AA. Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.
3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

BB. PUR (Purchasing) 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

CC. Notification of Legal Action

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

DD. Whistleblower's Act Requirements

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

EE. Proprietary or Trade Secret Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. The provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the provider shall include information correlating the nature of the claims to the particular protected information.
3. The department, when required to comply with a public records request including documents submitted by the provider, may require the provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with paragraph 2 above. Accompanying the submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
4. The department is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

FF. Support to the Deaf or Hard-of-Hearing

The provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services Persons with Hearing Impairment."

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.
2. The provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
4. The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
5. The provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit compliance reports monthly, not later than the 15th day of each month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
6. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

II. THE DEPARTMENT AGREES:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$5,529,230.00 or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

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

D. Notice

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

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2009, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Daytona Beach, Florida, on June 30, 2012.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Actions

1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.
2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. The department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

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