



Child Protection Team

Request for Applications (RFA)
RFA # 14-009

Fiscal Year (2015-2018)

Issued by:
The Florida Department of Health
Children's Medical Services
Bureau of Child Protection & Special Technology

December 12, 2014

Application Deadline: February 6, 2015

This grant opportunity is not subject to 120.57 (3). Florida Statutes

DISCLAIMER NOTE: The receipt of applications in response to this publication does not imply or guarantee that any one or all qualified applicants will be awarded a grant or result in a contract with the Department of Health.

Application Submitted By: _____ Title: _____

Date: _____

TIMELINE RFA # 14-009

Prospective applicants shall adhere to the RFA timelines as identified below.

SCHEDULE	DUE DATE	LOCATION
RFA Released and Advertised	December 12, 2014	Posted Electronically via http://www.doh.state.fl.us/Admin/General-Services/purchasing/grants-funding.htm Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Submission of Written Questions	January 5, 2015 12:00 p.m., EST	All questions must be submitted electronically to: Cheryl Gilman Cheryl.gilman@flhealth.gov
Responses to Questions Posted	January 12, 2015 5:00 p.m., EST	Posted Electronically via http://www.doh.state.fl.us/Admin/General-Services/purchasing/grants-funding.htm Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Applications Due (No Faxed or E-mailed copies of applications accepted)	February 6, 2015 5:00 PM EST	Submit to: Cheryl Gilman Florida Department of Health Children's Medical Services Child Protection and Special Technology 2585 Merchants Row Blvd, Room 205B Tallahassee, Florida 32399-1749 FAX: 850/414-7350
Anticipated Evaluation of Proposals	February 16-20, 2015	Review and Evaluation of Proposals Begins
Anticipated Posting of Intent to Award	March 6, 2015	Posted Electronically via http://www.doh.state.fl.us/Admin/General-Services/purchasing/grants-funding.htm Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

Services Start July 1, 2015

TABLE OF CONTENTS

SECTION 1.0: Introductory Information

- 1.1 Statement of Need
- 1.2 Statement of Purpose
- 1.3 Term and Price
- 1.4 Definitions

SECTION 2.0: Technical Specifications

- 2.1 Scope of Service
- 2.2 Programmatic Authority
- 2.3 Major Program Goals
- 2.4 Client General Description
- 2.5 Access to Services
- 2.6 Service Delivery Location
- 2.7 Professional Qualification
- 2.8 Organizational Capability and Infrastructure
- 2.9 Experience
- 2.10 Financial Specifications
- 2.11 Description of Approach to Meeting Program Requirements

SECTION 3.0: Submission of Application

- 3.1 Instructions for Submitting Applications
- 3.2 Proposal Format and copies
- 3.3 Required Forms
- 3.4 Late Proposals

SECTION 4.0: Evaluation Process.....

- 4.1 Evaluation Criteria
- 4.2 Evaluation Team

ATTACHMENTS

- I. Budget Format.....
- II. Experience Form.....
- III. Evaluation Criteria
- IV. Vendor Diversity Subcontracting Expenditure Report
- V. Department of Health Standard Contract and Attachment I

SECTION 1.0: INTRODUCTION

1.1 Statement of Need

The Department of Health is charged with ensuring child protection services are provided pursuant to section 39.303, Florida Statutes, by establishing and maintaining one or more child protection teams (CPT) in each of the service districts of the Department of Children and Families (DCF). Florida Administrative Code Chapter 64C-8, establishes specific definitions, standards, policies and procedures for the operation of the CPT program.

1.2 Statement of Purpose

The Department of Health is requesting applications for the establishment and maintenance of a CPT to serve Escambia, Okaloosa, Walton, and Santa Rosa counties.

1.3 Term and Price

The department estimates the contract value to be \$2,575,035 (\$858,345 per year) for a term of three (3) years beginning July 1, 2015 or the Contract execution date whichever is later. The resulting Contract is contingent upon satisfactory performance and the availability of funds.

1.4 Definitions

Applicant: the entity that submits materials to the Department in accordance with these instructions.

Bureau of Child Protection & Special Technology: The Children's Medical Services (CMS) program office with responsibility for statewide contract management and program oversight of child protection teams.

Business hours: 8 A.M. to 5 P.M. Eastern Time on all business days.

Calendar days: all days, including weekends and holidays.

Contract: the formal agreement that will be awarded to the successful Applicant under this Request for Application (RFA).

Contract Manager: an individual designated by the Department to be responsible for the monitoring and management of the Contract.

Department: the Department of Health; may be used interchangeably with DOH.

Electronic Case File: Electronic Health Record (EHR) that includes client health information providing a complete record of clients' clinical encounters.

Fiscal Year (FY): For the purpose of state contracts, fiscal year extends from July 1 through June 30.

Proposal or Response: the complete written response of the Applicant to the RFA including properly completed forms, supporting documents, and attachments

Provider: the business entity awarded a contract by the Department in accordance with the Proposal submitted by that entity in response to this RFA.

Vendor Bid System (VBS): refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu.

Section 2.0 Technical Specifications

2.1 Scope of Services

Child protection teams review all reports to the Florida Abuse Hotline (Hotline) to determine whether face-to-face medical evaluation by the team is necessary. Teams provide assessments to supplement the DCF and local Sheriff Offices' child protective staff in their protective investigations by providing multidisciplinary assessment services to children and families involved in child abuse and neglect investigations. Teams may also provide assessments to Community Based Care (CBC) providers to assist in case planning activities when resources are available. CPT Services include, but are not limited to:

- Medical evaluations
- Medical consultations
- Psychosocial assessment
- Specialized (CPT) interviews
- Forensic interviews
- CPT staffing
- Case coordination and assistance
- Psychological evaluations and consults

2.2 Programmatic Authority

The Child Protection Team must comply with all applicable Federal laws, regulations, action transmittals, program instructions, the Child Protection Handbook and similar documentation related to the following:

1. Sections 39.001(2)(b), 39.202 (6), 39.303, & 39.304, Florida Statutes, which provide for the establishment and maintenance of one or more Child Protection Teams in each of the regions of DCF, requirements for background screening and confidentiality.
2. Florida Administrative Code Chapter 64C-8, which establishes specific definitions, standards, policies, and procedures for the operation of the Child Protection Teams Program.

2.3 Major Program Goals

The mission of the Child Protection Team Program is to promote the safety and well-being of Florida's children suspected of being abused or neglected. The Child Protection Team Program operates on the premise that child abuse, abandonment, and neglect is a multifaceted problem requiring a multidisciplinary response. The teams' comprehensive multidisciplinary assessment activities are critical in identifying and evaluating child abuse, abandonment, and neglect, determining safety and risk, recommending effective interventions and treatments, and securing successful long-term outcomes for children and families.

Consistent with the legislative intent of the program, the objectives of the Child Protection Team Program include:

- Prevention of child abuse and neglect promoted through consultation with other agencies, training of professionals, and educating the public;
- Identification of child abuse and neglect promoted through assessment activities that focus on child maltreatment and safety risk factors; and

- Intervention in child abuse and neglect promoted through CPT staffing expert court testimony and recommendations that support child safety.

2.4 Client General Description

The target groups for CPT assessment activities are children under the age of 18 who are alleged to have been physically or sexually abused, neglected, or at risk of being abused or neglected. Section 39.303 (2), Florida Statutes, identifies allegations requiring mandatory referrals to the teams.

2.5 Access To Services

The selected provider shall accept referrals in accordance with criteria in Florida Statutes and the CPT Handbook. The existence or suspicion of child abuse, abandonment, or neglect by an adult caretaker that has been reported to the Hotline and accepted for investigation provides automatic eligibility for CPT assessment activities. Specific child on child sexual abuse reports to the Hotline may also be referred to CPT. There are no financial criteria for determining eligibility for team services.

Initial contact comes primarily from Child Protective Investigators (CPI's) employed by either DCF or the local Sheriff's office (SO). However, a team may initially be contacted by another entity such as municipal or state law enforcement, a hospital, or a CBC. The team must verify that an abuse report has been made and then work in tandem with the designated CPI throughout the investigative phase. If a report has not been made to the Hotline, and the team has reasonable cause to suspect that a child has been abused or neglected, the team must make a report to the Hotline at 1-800-96-ABUSE.

2.6 Service Delivery Location

Each proposal shall identify all proposed business locations, and satellite offices for implementation of the CPT services. The team must be available to provide assessment activities in each of the designated geographical areas that are identified in the solicitation. Best practice is that all services be provided in the county where the child resides.

2.7 Professional Qualification

Florida Administrative Code Chapter 64C-8, outlines the staffing requirements and waiver process for CPTs beyond those professionals required by rule, the teams determine the number and types of positions necessary to the performance of the annual contract.

The required qualifications, duties, and responsibilities associated with each position for the CPT Team are listed in the Child Protection Team Handbook. The handbook is located on the CMS website www.cms-kids/CPTHome.

The provider must be knowledgeable of and comply with the mandatory reporting requirements of section 39.201, Florida Statutes, which requires that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, shall report such knowledge or suspicion to the Hotline.

Depending on specialized needs in their area, additional duties or responsibilities may be identified by each team.

2.8 Organizational Capability and Infrastructure

Each proposal must include descriptions of staffing and organizational capacity to meet the requirements stated in this solicitation. The following details should be included in the proposal:

- Description of key personnel and their qualifications,
- Table of organization; including board of directors, if applicable
- A synopsis of corporate qualifications, including the demonstrated ability to implement the CPT services;
- Description of similar projects to the one proposed in the solicitation that the respondent has previously performed;
- A copy, if applicable, of responses to most recent programmatic and/or administrative monitoring report from current or past funding sources; and;

Each proposal must include letters of support from the following agencies from each county (where applicable) in the CPT region:

- Local DCF Administration
- Sheriff's Office
- Community-based providers of child protection services
- Local State Attorney

Additional letters of support may also be included.

2.9 Experience

Each proposal must include contact information for three (3) entities the Applicant has provided services of a similar size and nature of those requested in this solicitation. Applicants may use *Attachment II, Experience Form* to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

For all corporate applicants, proof of corporate status must be provided with the application. Tax-exempt status is not required.

For not for-profit applicants, documentation that verifies the official not for-profit status of an organization in accordance with Chapter 617, Florida Statutes must be provided with the application.

2.10 Financial Specifications

A. Funding

The contract resulting from this solicitation will be a multi-year fixed price (fixed fee) contract. The Department agrees to pay the provider upon satisfactory completion of both the service and all terms and conditions specified in the contract resulting from this solicitation, a total dollar amount of \$ 2,575,035. (\$ 858,345 for FY 15-16, \$ 858,345 for FY 16 -17and \$ 868,345 for FY 17-18) as payment in full, subject to the availability of funds.

B. Cost Proposal

The Applicant shall submit a Proposed Budget for its projected costs to implement the program as specified in this solicitation. The cost proposal shall provide the estimated costs by category in order to carry out and complete the project, which consists of:

- a. Line item budget for the project (Attachment I) and
- b. Narrative of estimated costs

2.11 Description of Approach to Performing Task

Each Proposal should include a section to provide insight into the Applicant's approach to providing the services as specified in this solicitation. The Applicant should address all areas within Section 2.0 Technical Specifications.

The Applicant's technical proposal should demonstrate a thorough understanding and insight into this project including demonstrated specific expertise and ability to meet the specifications stated in the Scope of Services through its experience in providing similar services. At a minimum, Proposals should include:

- a. A brief narrative that illustrates the Respondent's understanding of the purpose, requirements, and schedule of the services requested in this RFA and the Applicant's experience and ability to carry them through to completion.
- b. Comprehensive narrative statements that outline the project approach and methodology intended to be employed and illustrate how the applicant will meet performance measures.

Section 3.0: SUBMISSION OF APPLICATION

3.1 Instructions for Submitting Applications

1. Respondents are required to sign, and return the "Title Page" with the Proposal submittal.
2. Proposals may be sent by U.S. Mail, courier, overnight, or hand delivered to the location no later than 5:00 PM EST on February 7, 2015,
3. **Proposals submitted electronically will NOT be considered for this solicitation.**

4. The Department is not responsible for improperly marked Proposals.
5. It is the Respondent's responsibility to ensure its submittal at the proper place and time indicated in the RFA Timeline.
6. The Department's clocks will provide the official time for Proposal receipt.

3.2 Proposal Format and Copies

Applicants should use the following format:

1. Proposals should be on paper that is 8.5 by 11 inches.
2. The font size is at the discretion of the Applicant but should be at least as large as the font size you are currently reading (11 point).
3. The pages should be numbered and one-inch margins should be used.
4. One (1) original and five (5) paper copies of the Grant Application must be submitted no later than the date and time set forth in the timeline. The original must be signed by an individual authorized to act for the applicant agency or organization and to assume for the organization the obligations imposed by the terms and conditions of the grant.
5. Mailed or hand-delivered applications will be considered as meeting the deadline if they are received by the Child Protection and Special Technology Bureau on or before 5:00 p.m. Eastern Time on **February 6, 2015**. Applicants are encouraged to submit applications early. Applications that do not meet the deadline will be returned to the applicant unread.

3.3 **Required Forms** The following forms are to be submitted with the application packet.

1. Cover Page (One original must be signed and dated by authorized individual)
2. Proposal Narrative (This section must describe how the applicant will address all components of Section 2.0, Technical Specifications.
 - o
3. Cost Proposal (The Applicant shall submit a Proposed Budget for their projected costs to implement the program as specified in this solicitation. The cost proposal shall provide the estimated costs by category in order to carry out and complete the project, which consists of: a Line Item Budget for the project and a narrative of estimated costs.)
4. Proof of current liability insurance
5. Documentation of financial stability (most current Financial Compliance Audit)
6. Letters of Support (as indicated in Section 2.8.)
7. Experience Form (as indicated in Section 2.9)

3.4 Late Proposals

Proposals that are not received by the time specified will not be considered.

All Proposals must be sent or delivered to the Department of Health, Children's Medical Services, Child Protection and Special Technology, 2585 Merchants Row Blvd. Room 205C Tallahassee, Florida 32399.

Section 4.0 EVALUATION PROCESS AND CRITERIA

4.1 Criteria

Each proposal will be evaluated and scored based on the criteria in *Attachment III Evaluation Criteria*. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. The proposal receiving the highest average score will be selected for potential award subject to experience verification.

The Department reserves the right to award more than one contract as a result of this RFA. The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests.

4.2 Evaluation Team

The Department's Evaluation Team will consist of at least three (3) persons who the Department determines have experience and knowledge in the program areas and service requirements sought to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFA.

END OF TEXT

ATTACHMENT I

Type of Service: Child Protection Services

Line Item	Estimated Cost
Salaries	
Fringe Benefits	
Consultant & Subcontract	
Auditor	
Operating Capital Outlay	
Rent, Lease, Mortgage	
Telephone & Data Connection Costs	
Electricity	
Insurance –Non Vehicle	
Facility Expenses	
Staff Travel – Class A - B	
Staff Travel – Class C	
Registration Fees	
Staff Related Expenses	
General Operational Expenses	
Medical Expenses	
Indirect Costs / Admin. Fees	
Total	

Submitted by:	
Print Name: _____	Title: _____
Signature: _____	Date: _____

ATTACHMENT II
EXPERIENCE FORM

Applicant's Name: _____

Applicants must provide contact information for three (3) entities the Applicant has provided commodities or services of a similar size and nature of those requested in this solicitation. Applicants may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

Attachment IV

ATTACHMENT III

EVALUATION CRITERIA

This evaluation sheet will be used by the Evaluation Team to assign scores to all proposals that were evaluated and designated as qualified. Scores will be averaged for all Evaluation Team members and ranked highest to lowest averaged score. Both the presence and quality of the response will be evaluated when determining point value.

SCORING CRITERIA

- 0=Does Not Meet Requirement or Omitted this item
- 1=Minimally Meets Requirement
- 2=Meets Requirement
- 3=Exceeds Requirement

Category	Question Number	Question
2.3 Major Program Goals	1.	Rate the applicant's expertise and ability to meet the specifications stated in the Program Goals?
2.5 Access to Services	2.	How well does the proposal demonstrate that the respondent has the ability to provide services on a 24 hour/7 day a week basis?
2.6 Service Location	3.	Rate the applicant's capacity to provide assessment services in or near the county where the child resides?
2.8 Organizational Capacity and Infrastructure	4.	Rate the applicant's organizational capability to meet the requirements stated in the solicitation?
	5.	Does the proposal include: <ul style="list-style-type: none"> • description of key personnel and qualifications • table of organization • minimum required clinical staff

Attachment IV

		<ul style="list-style-type: none"> • and do they meet the proposal requirements
	6.	How well does the proposal and letters of support document successful experience in working effectively with community agencies to provide coordinated services for children served by the CPT Team?
	7.	Rate the applicant's demonstrated collaboration efforts with community stakeholders in the counties to be served: Escambia, Okaloosa, Walton and Santa Rosa.
2.10 Financial Specifications	8.	Does the proposal include: <ul style="list-style-type: none"> • Line Item Budget • Narrative of estimated costs •
	9.	Is the budget reasonable and allowable?
	10	How well does the proposal overall contract budget (cost proposal) demonstrate an effective plan for the implementation of CPT services in the counties served?
2.11. Approach to Meeting Program Requirements	11.	How well does the proposal describe the applicant's ability to provide the services as specified in this section?
	12.	Rate the applicant's description of current and proposed internal or external quality assurance methodology to be used to ensure quality services.
Category	Question Number	Question
General	13.	Does the proposal include documentation that the respondent is able to perform in a manner consistent with department standards, and that system operation will not be interrupted if these standards change?
	14	Does the proposal include documentation that the provider has the ability to initiate services immediately upon execution of the contract with the Department?

Attachment IV

	15.	Rate the applicant's description of current and proposed internal or external quality assurance methodology to be used to ensure quality services.
	16.	Rate the applicant's past contract performance as indicated in prior programmatic or administrative monitoring reports.
		Total Score for Proposal

Total Possible Points

1. Major Program Goals, access and location	9
2. Organizational capacity and infrastructure	12
3. Financial Specifications	8
4. Approach to meeting program requirements	6
5. General	10
Total Points	45

Attachment IV

VENDOR DIVERSITY SUBCONTRACTING EXPENDITURES



DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ TO: _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: MBE COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734

Attachment IV

1. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER

Attachment V.

Department of Health Standard Contract including Attachment I

CFDA No.
CSFA No.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *Department*, and _____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

a. 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. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 *CFR*, Part 74, and/or 45 *CFR*, Part 92, and other applicable regulations as specified in Attachment I.

b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 *CFR* Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.

c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."

d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the Department.

e. 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 _____. 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.

f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.

- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
- 5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

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

 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all

public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E. Monitoring by the Department

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, 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 Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.
3. 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. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Subcontractor Expenditure Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, F.S., an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any 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 §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, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

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 §403.7065, and §287.045, F.S.

3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C.

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(23), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

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

The provider shall receive a credit for any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Department unless specifically authorized to do so.

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to 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.
5. Unless justified by the provider and agreed to by the Department in Attachment I, 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.
6. 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 responsibility of the provider.

P. Sponsorship

As required by §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 Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than ____ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is 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

To comply with the provisions of §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 and Discriminatory Vendor

1. Pursuant to §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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 §287.017, F.S, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida 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 by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. 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 (5) years from the date of purchase or the

completion of the improvements or as further required by law. As a condition of a 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.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of Authorization form and sample bank letter are available from the Department.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, §384.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ 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. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §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 specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. 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 and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

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 Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions 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. The provisions herein do not limit the Department's right to remedies at law or in equity.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and 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.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

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

3. The name, address, and telephone number of the contract manager for the Department for this contract is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

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

E. All Terms and Conditions Included

This contract and its attachments as referenced, _____ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____