

## ATTACHMENT I

### I. SERVICES TO BE PROVIDED

#### A. Definition of Terms

1. **At-Risk Populations** - Children, senior citizens, and pregnant women, those who have disabilities; live in institutionalized settings; are from diverse cultures; have limited English proficiency or are non-English speaking; are transportation disadvantaged; have chronic medical disorders; and have pharmacological dependency.
2. **Business Day** - Monday – Friday, excluding State holidays.
3. **Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE)** - Hazardous material (Chemical, Biological, Radiological, Nuclear, Explosive) that physically remains on or in people, animals, the environment, or equipment, thereby creating a continuous risk of direct injury or risk of exposure.
4. **Critical Access Hospital** – As defined in section 408.07(15), Florida Statutes.
5. **Hospital or Hospitals** – Hospital or hospitals licensed under Chapter 395.
6. **Homeland Security Exercise and Evaluation Program (HSEEP)** – Federal Program that includes capabilities and performance-based exercises that provide a standardized methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning.
7. **Hospital Preparedness Program (HPP)** - The Department's Assistant Secretary for Preparedness and Response (ASPR) program for activities that include exercising and improving preparedness plans for all-hazards including pandemic influenza, increasing the ability of healthcare entities to provide needed beds, engaging with other responders through interoperable communication systems, tracking and sharing bed and resource availability using electronic systems, developing ESAR-VHP systems, protecting their healthcare workers with proper equipment, decontaminating patients, enabling healthcare partnerships/coalitions, educating and training their healthcare workers, enhancing fatality management and healthcare entity evacuation/shelter in place plans, and coordinating regional exercises.
8. **Mass Casualty Incident (MCI)** - An event in which a large number of individuals become ill or injured and require rapid and appropriate care, stressing the available resources within the healthcare system.
9. **Multi-Year Training & Exercise Plan (MYT&EP)**- Must include a proposed training and exercise schedule, and a discussion of the plans for healthcare system exercise development, conduct, evaluation, and improvement planning. This plan needs to be updated annually and include how required sub-capabilities will be tested. The HSEEP website contains several job aids that can be of assistance in conducting and completing a multi year training and exercise workshop and plan, and is available at: [https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx).

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10. **National Incident Management System (NIMS)** – Federal standards designed to enhance the ability of the United States Government to manage domestic incidents by establishing a single, comprehensive system for incident management.
11. **Rural Hospital**- As defined in section 395.602(2)(e), Florida Statutes.
12. **Target Capabilities List (TCL)** - A list of capabilities, as identified by the Department of Homeland Security, needed collectively by the U.S. to prevent, protect against, respond to, and recover from incidents of national significance, including terrorism or natural disasters. The list is found at:  
[https://hseep.dhs.gov/eegb/WebHelp/Target\\_Capabilities.htm](https://hseep.dhs.gov/eegb/WebHelp/Target_Capabilities.htm)
13. **Trauma Center** - As defined in section 395.4001(14), Florida Statutes, but not including pediatric trauma centers.

### **RESOURCE LINKS**

All exhibits and resource documents referenced within the contract, excluding HSEEP-specific references, may be accessed at the following website:  
<http://www.doh.state.fl.us/depcs/BPR/hospitalcontract.htm>

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### **B. General Description**

1. **General Statement of Work-** The purpose of this contract is to support hospital(s) in preparation for response to MCIs involving CBRNE agents, as well as, natural or environmental disasters such as hurricanes, tornados, massive flooding, and pandemics.
2. **Authority**
  - a) CFDA 93.889 National Bioterrorism Hospital Preparedness Program
  - b) Chapter 252.35(2) (a) 3, F.S. Emergency Management and Chapter 381.0011(7) Florida Statutes, 2012.
3. **Scope of Service-** Funding is provided to support the following project(s):
  - a) **Preparedness Training and Exercises-**The Provider will develop a self sustainable disaster preparedness training and exercise program able to be supported by the Provider after the Department ceases to supply this funding. Components of this program include an HSEEP-compliant Training and Exercise Planning Workshop (T&EPW) to develop a MYT&EP which incorporates the principles of NIMS that will result in a plan to conduct or participate in an annual exercise, or respond to a real-world event, based on the MYT&EP. The training and exercise component will demonstrate the Provider's readiness to respond to incidents which require activation of their disaster plan, coalitions and mutual aid agreements and identify areas of strength and those in need of improvement. Following the exercise, the Provider will complete an After Action Report and Improvement Plan (AARIP) and track implementation of the corrective actions identified.
  - b) **MCI Equipment and Supplies-** The Provider must purchase, maintain and store the necessary Equipment and Supplies ensuring satisfactory operation for the normal life expectancy of the Equipment needed to treat patients as a result of a MCI. Equipment and Supplies funded by this contract are to expand a Provider's response capability beyond its usual daily operative capabilities. This cache is to be accessed to mitigate depletion of a Provider's existing stock for the duration of the Provider's response to an MCI. The Provider must adhere to the requirements set forth in the MCI Equipment and Supplies Guiding Principles document (Exhibit 4). The Provider must maintain an inventory of all Equipment and Supplies purchased from current and previously funded contracts by this federal funding source.
4. **Major Program Goal-** The goal of this contract is to assist Providers in their all-hazards preparedness and response for victims of terrorism and other public health emergencies.
5. **Clients to be Served-** This contract does not provide direct services to clients.



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- (4) employs a "building block approach" in which training and exercise activities gradually escalate in complexity.
  - (5) Although not an HSEEP requirement, the Department requires the Provider's MYTEP schedule reflect the Provider's maintenance of a decontamination response team of sufficient number for response to a MCI. The decontamination response team must have trained/qualified staff as outlined in Exhibit 4.
- iv. a new or updated MYT&EP must be submitted to the Department as stated in the Task-to-Deliverable Matrix (Exhibit 14)
  - v. the MYT&EP must be updated on an annual basis (or as necessary) to reflect schedule changes. For the purposes of this contract, annual means calendar year.
  - vi. If the Provider is participating in an exercise, the Provider must ensure the exercise is HSEEP compliant and be able to provide documentation showing compliance.
- b) Task #1.2-** The Provider must plan and conduct annual exercises that are:
- i. consistent with the Provider's MYT&EP;
  - ii. based on capabilities within the TCL and those required below; and
    - (1) at a minimum, these capabilities must be exercised annually:
      - (a) Interoperable Communications – the exercise must include internal communication with regards to alerts and dispatch and external communication to establish contact with regional, county/ municipality emergency management and external responders through interoperable communication using voice, data or video equipment.
      - (b) Partnership / Coalitions - this component is a sub-capability of the Medical Surge Target Capability listed in the TCL.

In the future, HPP will encourage use of existing Medical Surge Capacity and Capability architecture to create and refine program components to support a national healthcare coalition-based mission, and encourage operational healthcare coalitions nationwide.

At the state, regional, and local level the goal will be to maximize coalition efforts through cooperative planning, information sharing, and management coordination. This will require use of established processes for cooperative planning and information sharing among

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healthcare organizations that can be used in times of crisis, as well as during day-to-day operations.

(2) the Provider must exercise **two** of the following capabilities annually:

- (a) **Bed Tracking** – the exercise must include a system for tracking available beds by bed type, ability to disseminate tracking information to county and state Emergency Operation Center's, healthcare partners and other response entities. This exercise component must include at-risk populations in the planning and actual exercise conduct. Simulations of participations of at-risk populations are permissible during actual exercise.
- (b) **Medical Evacuation / Shelter-in-Place** – the exercise must include implementation of evacuation/shelter-in-place orders for patients and staff, identification of at-risk populations or populations requiring assistance, critical infrastructure protection, and safe re-entry of patients and staff after the all clear is given. This exercise component must include at-risk populations in the planning and actual exercise conduct. Simulations of participations of at-risk populations are permissible during actual exercise.
- (c) **Fatality Management** – the exercise must include internal operations to mobilize personnel, temporary morgue operations to address surge, data collection, and victim identification.
- (d) **Continuity of Operations (COOP)** – the exercise must address the Provider's ability to assure continuity of essential functions, to include providing care to patients, during an event that disrupts normal operations; how the Provider will alert its workforce of an event; how the Provider will protect essential equipment, records and other assets; and how the Provider will return to normal operations.

iii. evaluated against an exercise evaluation guide tailored toward the specific exercise objectives; and

iv. tailored toward validating the Provider's hospital-specific risk/vulnerability assessment conducted within the past two calendar years.

c) **Task #1.3:** The Provider must complete and submit the AAR/IP attached to this contract as Exhibit 5.

- i. The Provider will submit the AAR/IP to the Department according to the Matrix.
- ii. The AAR/IP must be completed in its entirety and where applicable use complete sentences. An acronym, symbol, or phrase does not equal a complete sentence.

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- d) **Task #1.4:** The Provider must track and implement Corrective Actions identified in the AAR/IP.
- i. Corrective Actions included in the Improvement Plan must:
    - (1) be measurable;
    - (2) designate a projected start and completion date;
    - (3) be assigned to a hospital and a point of contact (POC) within that hospital; and
    - (4) identify any supporting entity or agency whose participation or involvement is essential to achieving full implementation and identify an individual POC to assist in the implementation process.
  - ii. Identified corrective actions in the AAR/IP submitted in Year 1 of this contract will be used to evaluate the progression of Year 2 and 3's updated MYT&EP, should this contract be renewed by the Department. The Year 1 MYT&EP submission will be evaluated against the Provider's previously accepted AAR/IP from the same funding source as this contract, if the Provider received a contract from the Department. This aligns with the HSEEP building-block approach for exercises.
- e) **Task #1.5:** Exercise plans must demonstrate coordination with relevant entities such as local healthcare partnerships/coalitions, Metropolitan Medical Response System (MMRS) entities, the local Medical Reserve Corps (MRC), Urban Area Working Groups (UAWG), the Cities Readiness Initiative (CRI) jurisdictions, local health departments, and should also include methods to leverage resources to the extent possible.
- f) **Task #1.6:** The Provider must demonstrate their self sustainable disaster preparedness training and exercise program reflects the principles of the NIMS.
- The Provider is required to maintain and refine existing implementation activities, and report on NIMS compliance during all Department-required survey's as outlined in Special Provisions.
2. **Objective #2:** The Provider must purchase, maintain and store the MCI Equipment and Supplies, adhere to the MCI Guiding Principles and complete an annual inventory.
- a) **Task #2.1:** The Provider must purchase, maintain and store equipment and supplies to ensure satisfactory operation for the normal life expectancy of the equipment.
    - i. Purchase – purchases of equipment and supplies must:

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- (1) be ordered during the contract term; and
  - (2) be items on the approved MCI Equipment & Supplies List (Exhibit 6) or must be items added using the Variance Process (Exhibit 7); and
  - (3) follow the tiered purchasing priority rules as defined in the MCI Equipment & Supplies List.
- ii. Maintain – includes initial, routine calibration and repairs to Equipment purchased from this federal funding source, and rotation of Supplies through the Provider's existing stock, as appropriate.
  - iii. Store – storage of Equipment & Supplies must:
    - (1) be safe for personnel to enter and exit storage area(s); and
    - (2) be secure from theft and may not be used for any other purpose than stated in Objective #1 and #2; and
    - (3) be climate-controlled according to the manufacturer's instructions for storage.
- b) **Task #2.2:** The Provider must adhere to the requirements set forth in the Exhibit 4. Adherence to these Guiding Principles will be validated by the Department during programmatic monitoring visits or desk audits. Failure to meet the Guiding Principles could result in the contract being placed into a non-compliant status. In addition, the following requirement supersedes #5 of the Guiding Principles:
- Portable Decon Shower System – the Provider must have readily available in its existing cache of decontamination equipment a minimum of one portable decontamination system on site. For Provider's with multiple hospitals, each hospital must meet this requirement. Gross decon devices do not meet this requirement.
- c) **Task #2.3:** The Provider must maintain an inventory of all Minimum Required Equipment & Supplies and all other Equipment purchased from this federal funding source, including Equipment purchased under this contract. The Provider must submit a complete and updated inventory of all Minimum Required Equipment & Supplies, and additional Equipment, purchased from this federal funding source. An example of an acceptable inventory is provided as Exhibit 8, MCI Equipment and Supplies Inventory. The inventory report must be submitted in a Microsoft Excel format.
- i. The inventory must include, at a minimum:
    - (1) the item description; and

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- (2) quantity; and
  - (3) unit cost; and
  - (4) total cost; and
  - (5) date of purchase; and
  - (6) life expectancy; and
  - (7) location (must include hospital name, department and room number);  
and
  - (8) serial number (when applicable); and
  - (9) a condition code; and
  - (10) if preventative maintenance is required.
- ii. If the Provider has previously submitted to the Department a complete inventory for Equipment purchased from this federal funding source, and the content meets the requirements in II.B.2.c).i. above, the Provider can update the previous inventory with current information and submit it to meet this contract requirement.
  - iii. The Provider agrees to continue assisting the Department in gathering and maintaining an accurate inventory of all Minimum Required Equipment & Supplies, and additional Equipment purchased from this federal funding source for all required inventory elements stated in II.B.2.c).i. above.
  - iv. The Provider must adhere to all Property Management requirements found in the Special Provisions.
  - v. The Provider is not responsible for replacing Equipment at dates beyond either its normal life expectancy or posted shelf life. The Provider must inform the contract manager when any part of the Equipment is within six months of expiration. Supplies can be disposed of in accordance with the Provider's existing material disposition policy.

### 3. Budget

#### 1. Requirements

- a) **Content** – the Provider must adhere to all elements in the Budget Template Instructions (Exhibit 13).
- b) **Adjustments** – the Budget may be adjusted during the contract term; however, the following rules must be followed:
  - i. the adjusted Budget must be approved by the Department prior to any work commencing that is related to the requested adjustment. Any work that occurs prior to the approval of the adjusted budget could result in the work/item being deemed unallowable and therefore, depending upon the project payment method, causing the cost to be ineligible for reimbursement or requiring the Provider to repay to the Department the funds. All

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unallowable costs being repaid to the Department must be returned within 60 days of the Provider being notified in writing of the unallowable cost.

- ii. the adjusted Budget must be submitted to the Department using the same template attached to this contract as Exhibit 13.
- iii. the most current approved Budget line items will be used to review and accept or reject Provider invoices.

### D. Deliverables

A visual aid, titled Task-to-Deliverable Matrix (Matrix), showing the correlation of tasks-to-deliverables is attached to this contract as Exhibit 14. This Matrix shows the specific tasks requiring completion to meet the requirements of each Deliverable, the required documentation, the payment method and value of each accepted deliverable, and the due date each Deliverable must be submitted to the Department. Each Deliverable must be accepted by the Department based on the requirements for each Deliverable before the Provider submits an invoice requesting payment.

1. **Deliverable #1** – the Provider will be paid according to Exhibit 14 for performing in accordance with the Scope of Work for Task #1.1.
  - a) **Associated Task(s) & Required Documentation** – Task #1.1 must be completed in their entirety in order for the Provider to have met the requirements of Deliverable #1. Documentation that must be submitted to the Department to evidence completion of the Deliverable #1 is:
    - i. A copy of the MYT&EP, which has been created or updated annually. The MYT&EP must include the date the annual T&EP Workshop occurred on which the MYT&EP creation or updates are based, and the creation date and/or the date updates were completed to the MYT&EP.
    - ii. A MYT&EP Schedule reflecting trainings and exercises using the template provided in this contract as Exhibit 15. For contracts containing more than one hospital, the Schedule must reflect trainings and exercises at all applicable hospitals. The Provider can elect to send one Schedule per individual hospital or one Schedule that reflects all hospitals.
  - b) **Minimum Performance Level & Departmental Evaluation**
    - i. In order for the Minimum Performance Level to be met, all of the following must occur:
      - (1) the Provider must submit all Required Documentation as stated in the Matrix
      - (2) the Required Documentation must be submitted using the required template, when applicable. If a template is not specified in this contract, the Provider may submit the information in a format of its choosing; ensuring that all requested information is included.

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(3) the content of the Required Documentation must align with the Task requirements for Deliverable #1.

**c) Non-Performance**

Should the Provider fail to submit the Required Documentation by the 21st business day from the original due date the funding for this Deliverable will no longer be available to the Provider. Additionally, the Provider will be placed in a non-compliant status. Non-compliance will affect future payments as outlined in Special Provisions.

**2. Deliverable #2** – the Provider will be paid according to Exhibit 14 for performing in accordance with the Scope of Work for Tasks #1.2 through #1.5.

**a) Associated Task(s) & Required Documentation** – Tasks #1.2 through #1.5 must be completed in their entirety in order for the Provider to have met the requirements of Deliverable #2. Documentation that must be submitted to the Department to evidence completion of the Deliverable #2 is:

- i. A copy of the completed AAR/IP.
- ii. A copy of sign-in sheets or participants list from each exercise which aligns to the submitted AAR/IP.

**b) Minimum Performance Level & Departmental Evaluation**

i. In order for the Minimum Performance Level to be met, all of the following must occur:

- (1) the Provider must submit all Required Documentation as stated in the Matrix.
- (2) the Required Documentation must be submitted using the required template Exhibit 5.
- (3) the content of the Required Documentation must align with the Task requirements for Deliverable #2.

**c) Non-Performance**

Should the Provider fail to submit the Required Documentation by the 21st business day, the funding for this Deliverable will no longer be available to the Provider. Additionally, the Provider will be placed in a non-compliant status. Non-compliance will affect future payments as outlined in Special Provisions.

**3. Deliverable #3** – the Provider will be paid according to Exhibit 14 for performing in accordance with the Scope of Work for Task #1.1.iii.(5).

**a) Associated Task(s) & Required Documentation** – Task #1.1.iii.(5) must be completed in its entirety in order for the Provider to have met the requirements of Deliverable #3. Documentation that must be submitted to the Department to evidence completion of the Deliverable #3 is:

A copy of sign-in sheets or participants list for each training which aligns to the accepted MYT&EP Schedule.

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### **b) Minimum Performance Level & Departmental Evaluation**

i. In order for the Minimum Performance Level to be met, all of the following must occur:

(1) the Provider must submit all Required Documentation as stated in the Matrix.

(2) the content of the Required Documentation must align with the Task requirements for Deliverable #3.

### **c) Non-Performance**

Should the Provider fail to submit the Required Documentation by the 21st business day, the funding for this Deliverable will no longer be available to the Provider. Additionally, the Provider will be placed in a non-compliant status. Non-compliance will affect future payments as outlined in Special Provisions.

**4. Deliverable #4** - the Provider will be paid according to Exhibit 14 for purchasing according to the Scope of Work for Task #2.1 and #2.2.

**a) Associated Task(s) & Required Documentation** – Task #2.1 and #2.2 must be completed in their entirety in order for the Provider to have met the requirements of Deliverable #4. Documentation that must be submitted to the Department to evidence completion of the Deliverable #4 is:

The Provider invoice and supporting documentation as required for the Cost Reimbursement Payment Method (see section III. Method of Payment).

### **b) Minimum Performance Level & Departmental Evaluation**

i. In order for the Minimum Performance Level to be met, all of the following must occur:

(1) the Provider must order, receive, pay for, and submit all required documentation to the Department by May 31. Any documentation postmarked after May 31 could result in non-payment, to be determined at the discretion of the Department.

(2) the content of the Required Documentation must align with the Task requirements for Deliverable #4.

### **c) Non-Performance**

Should the Provider fail to submit the Required Documentation by May 31, the funding for this Deliverable will no longer be available to the Provider. Additionally, the Provider will be placed in a non-compliant status. Non-compliance will affect future payments as outlined in Special Provisions.

**5. Deliverable #5** – this is a no-cost deliverable according to Exhibit 14 and the Provider must perform in accordance with the Scope of Work for Task #2.3.

**a) Associated Task(s) & Required Documentation** – Task #2.3 must be completed in its entirety in order for the Provider to have met the requirements of Deliverable #5. Documentation that must be submitted to the Department to

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evidence completion of Deliverable #5 is the MCI Equipment & Supplies Inventory (example is Exhibit 8).

### **b) Minimum Performance Level & Departmental Evaluation**

i. In order for the Minimum Performance Level to be met, all of the following must occur:

- (1) the Provider must submit the MCI Equipment & Supplies inventory to the Department by May 31 of each calendar year.
- (2) the content of the Required Documentation must align with the Task requirements for Deliverable #5.

### **c) Non-Performance**

Should the Provider fail to submit the Required Documentation by May 31, the Provider will be placed in a non-compliant status and the remaining contract invoice(s) will not be paid until the Required Documentation is submitted and accepted by the Department.

## ***E. Provider Responsibilities***

1. The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in this contract. By execution of the contract, the Provider recognizes its singular responsibility for the goals, objectives, tasks, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the contract and agrees to be fully accountable for the performance thereof.
2. The Provider shall coordinate its work on tasks with the appropriate entities, i.e., the Department and others as the Department may direct. The failure of other entities does not alleviate the Provider from any accountability for tasks the Provider is obligated to perform pursuant to this contract.
3. The Provider must respond timely to all communication requests from the Department. After three separate written attempts to contact the Provider within 30 calendar days, this contract will be placed in Non-Compliance status.
4. In the event a different Provider's Contract Representative is designated after execution of this contract, the name and address of the new representative shall be sent in writing, no later than 3 days of making the change. The Provider shall keep the Department informed of its current telefax number at all times. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified mail, return receipt requested, shall be deemed to be given three days following the date of mailing. Notice by overnight mail shall be deemed

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given one day after such mailing. Notice by telefax shall be deemed notice by hand-delivery.

5. Provider's Secondary Contract Representative:

Name: Philip Sensing

Mailing Address: 6000 49th Street North  
Saint Petersburg, Florida 33709

Telephone Number: (727) 521-4411

Fax Number:

E-mail Address: [Philip.Sensing@HCAhealthcare.com](mailto:Philip.Sensing@HCAhealthcare.com)

### ***F. Department Responsibilities***

1. The Department may provide technical support and assistance to the Provider within the resources of the Department to assist the Provider in meeting the required tasks of this contract. The support and assistance, or lack thereof, shall not relieve the Provider from full performance of contract requirements.
2. The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of this contract are subject to mutual agreement.
3. The Department will review and accept or reject all initial Provider submitted Deliverables. In the event of a rejection, the Provider may resubmit a corrected Deliverable according to written Departmental guidance, and the Department will review the incorporated changes in the resubmission of the same Deliverable.
4. The Department is not responsible for the maintenance of equipment or software that was purchased for this contract.

5. Department's Primary Contract Representative:

Name: Dawn Webb

Mailing Address: 4052 Bald Cypress Way, Bin A-23  
Tallahassee, FL 32399

Telephone Number: (850) 245-4444 Ext. 2404

Fax Number: (850) 245-4580

E-mail Address: [dawn\\_webb@doh.state.fl.us](mailto:dawn_webb@doh.state.fl.us)

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### III. METHOD OF PAYMENT

- A.** The Method of Payment is a combination of Fixed Fee and Cost Reimbursement. The total contract amount is found on the Standard Contract and Payment Schedule.
- B.** Payments shall be made pursuant to the Task-to-Deliverable Matrix (Exhibit 14) and the specific method of payment for each task is referenced in the Payment Schedule.
- C.** Final contract invoices must be submitted by the Provider within five business days after the expiration of the contract. Notwithstanding the Standard Contract, II. B., the Department shall have 30 business days to inspect and approve goods and services (deliverables) under this contract.
- D. *Fixed Fee*** – when submitting an invoice for payment, the Provider must submit the following:
1. An original provider invoice – must be on Provider’s letterhead; must identify the Deliverable # for which payment is being requested, the current contract number, an invoice number, the amount being requested for payment, and the ‘Remit To’ address exactly as it appears in this contract. The following attestation must be included in the invoice: “The hospital certifies that the services have been performed and/or received.”
  2. MBE Expenditure Report (Attachment IV) – this is considered a Deliverable and must be completed in its entirety and submitted with each invoice.
  3. An example of an acceptable original invoice for the Fixed Fee payment method is Exhibit 16.
- E. *Cost Reimbursement*** - when submitting an invoice for reimbursement, the Provider must submit the following:
1. An original provider invoice – must be on Provider’s letterhead; must identify the Deliverable # for which payment is being requested, the current contract number, an invoice number, the amount being requested for reimbursement, and the ‘Remit To’ address exactly as it appears in this contract. The following attestation must be included in the invoice: “The hospital certifies that the goods have been received.”
  2. Vendor invoice(s) – must be a detailed vendor invoice that totals the amount listed in the Provider invoice. The corresponding pay item number or AEL code must appear on the vendor invoice next to each item for which reimbursement is being requested.
  3. Proof of payment – can be a copy of a payment instrument, check number, accounting department detail sheet – as long as the detail information corresponds to the copies of the vendor invoices.
  4. MBE Expenditure Report Deliverable (Attachment IV) – this is considered a Deliverable and must be completed in its entirety and submitted with each invoice.

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5. An example of an acceptable original invoice for the Cost Reimbursement payment method is Exhibit 17.
- F. Restrictions** - Funds paid and/or reimbursed to the Provider must be in line with the approved budget.
- G. Financial Consequences** –The Department will withhold or reduce payment under the contract if the Provider fails to submit any of the following deliverables to the satisfaction of the Department according to the requirements stated in the Schedule of Payments and Deliverables. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section D. Deliverables, above.

Deliverable #1 - Failure to submit the required documentation will result in a reduction of 5% of the total Deliverable amount per business day that the Required Documentation is not submitted.

Deliverable #2 - Failure to submit the required documentation will result in a reduction of 5% of the total Deliverable amount per business day that the Required Documentation is not submitted.

Deliverable #3 - Failure to submit the required documentation will result in a reduction of 5% of the total Deliverable amount per business day that the Required Documentation is not submitted.

Deliverable #4 - Failure to submit the required documentation will result in a reduction of 5% of the total Deliverable amount per business day that the Required Documentation is not submitted.

Deliverable #5 - Failure to submit the required documentation will result in a reduction of 5% of the total Deliverable amount per business day that the Required Documentation is not submitted.

### IV. SPECIAL PROVISIONS

- A. Contract Modifications** - The Contract/Project Manager has the authority to modify and/or extend any contractually identified deadline (e.g., deliverable) listed throughout this contract documents. All requests for modification by the Provider must be made, in writing prior to the required deadline, to the Contract Manager. All approvals for modification and/or extension must be communicated, in writing, by the Contract Manager to the Provider and are subject to the discretion of the department's Contract Manager. The requests and the responses must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.
- B. General Procurement Standards** - The Provider can not order Equipment or Supplies, conduct Training or Exercises, or perform any other action related to this contract until notified that this contract has been executed by the Department. These same actions can not take place after the contract has expired.
- C. In-Kind / Match Contribution Letter** - The Provider must submit a letter which documents its in-kind contribution for this contract. For the purposes of this contract, in-

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kind is defined as non-Federal, non-cash contributions. These contributions are generally of fair market value referred to as property, space, personnel, equipment, or contributions of services. The in-kind letter must include verifiable details that document the amount and type of in-kind contribution the Provider is contributing, and an attestation from the Provider's Finance Director which states no federal funds were used, nor has any duplication of cost sharing occurred. The in-kind letter is due to the Department's Contract Manager no later than February 28 of each year of this contract.

- D. Monitoring** - The primary, secondary or signatory of the contract must be present for any on-site programmatic monitoring visit. The Department reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Department.
- E. Non-Compliance** - The Provider shall adhere to all contract terms, conditions and requirements. Non-compliance with any contract term, condition, and/or requirement will result in the Provider being deemed in breach or default of this contract. This may result in the Department withholding payments to the Provider, up to the termination of this contract for cause.
- F. Property Management** - This contract contains federal funds and must be in compliance with 45 CFR, Part 74 and Part 92, as appropriate. Notwithstanding any other section hereof and where not prohibited under 60-A1.017, F.A.C., all right and title in and to property purchased, produced or developed, in whole or in part, with funds provided hereby vests in the Department. The Department retains a fully vested interest in the inventory, maintenance and disposition of property, the title to which resides with the Provider pursuant to this contract, absent Provider breach.
- G. Remediation Letter** - If a Provider remains in a non-compliant and/or default status for more than 30 calendar days, the Provider may be requested to submit a Remediation Letter to the Department to bring itself back into good standing and remove the non-compliant status. The remediation is always required if the Provider defaults on all projects funded in a single contract term, if the Provider defaults on one entire project during a single contract term, and/or expends less than 40% of the entire contract amount during a single contract term. The remediation letter must be on the Provider's letterhead, signed by the signatory of this contract, describe the obstacles the Provider encountered which kept it from meeting the contract obligations, and detail what corrective action has been completed to ensure the Provider does not default again in the same manner.
- H. Renewal** - This contract may be renewed on a yearly basis for no more than 3 years beyond the initial contract. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department and subject to the availability of funds.
- I. Supplanting** - For the purposes of this contract, supplanting is defined as: "to remove or displace, substitute for or take the place of." The Provider can not use funding allocated in this contract to replace normal funding appropriated to purchase like equipment, supplies and/or services. The purpose of these contract funds is to increase the overall amount of resources available at the Provider's location to strengthen preparedness and response capabilities. Equipment and supplies shall be readily accessible to the trained staff that will be expected to utilize the equipment and/or respond in a MCI. If it appears the Provider has been supplanting during this contract, the Provider will be required to

## ATTACHMENT I

supply documentation to ensure that the par levels have not been adjusted or reduced because of the additional funding provided in this contract.

- J. *Survey Participation*** - The Provider is required to complete all surveys disseminated by the Department's contracted entity within 30 calendar days after receiving written notice that the survey(s) is posted. The survey must be completed in its entirety. Symbols and punctuation marks will not be accepted as sufficient survey responses.

END OF TEXT