

Revised 01/2025

CA-32

Contract No. _____
CFDA or CSFA No. _____

Client ☐ Non-Client ☐

FLORIDA AGENCY FOR PERSONS WITH DISABILITIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Agency for Persons with Disabilities, hereinafter referred to as the "Agency," and _____ hereinafter referred to as the "Provider." The Agency and Provider agree as follows:

1. Contract Document

This Contract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties, and such documents shall collectively constitute and be referred to as the "Contract." Agency forms, policies, and operating procedures incorporated herein by reference can be obtained from the Contract Manager.

2. Requirements of Section 287.058, Florida Statutes (F.S.)

- a. The Provider shall provide units of deliverables that are quantifiable, measurable, and verifiable, as specified in this Contract. Each deliverable must be directly related to the scope of work and specify a performance measure. These deliverables must be received and accepted by the Contract Manager (as defined in Section 51 below) in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Agency. The Provider shall also provide required reports, plans, findings, and drafts, as specified in this Contract.
- b. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.
- c. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by sections 119.07 and 119.0701, F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Contract.

3. Requirements of Sections 215.97 and 215.971, F.S.

In addition to the terms, conditions and provisions of this Contract, the Provider must also comply with this section if this Contract provides state financial assistance to a Provider or subProvider, as those terms are defined in section 215.97, F.S., or provides federal financial assistance to a subProvider, as defined by applicable United States Office of Management and Budget circulars.

- a. The provider, and any subcontractors, shall comply with Sections 215.97 and 215.971, F.S., and maintain sufficient documentation of all expenditures of funds under this Contract.
- b. The provider must monitor expenditures by Provider and any subcontractors to ensure compliance with laws, rules, and regulations applicable to expenditure of State funds.
- c. The Provider may expend funds only for allowable costs resulting from obligations incurred during the specified contract period in Section 4.
- d. The Provider must refund to the Agency any balance of unobligated funds which has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period.
- e. The Provider must refund to the Agency any funds paid in excess of the amount to which the Provider is

entitled under the terms and conditions of this Contract.

Funds refunded to the Agency from the Provider for failure to perform as required under this Contract may be expended only in direct support of the program from which the contract originated.

4. Effective and Ending Dates

This Contract shall begin on, _____ or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time at _____, Florida, on _____.

5. State of Florida Law

This Contract is executed and entered into in the State of Florida, and all claims, controversies and causes of action arising out of or relating to this Contract shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws that would result in the application of the laws of a different jurisdiction. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be as provided in PUR 1000 (as defined in Section 31).

6. Contract Amount

The Agency shall pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed _____ or the rate schedule, subject to the availability of funds and satisfactory performance of all terms and conditions by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

7. Federal Law

- a. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR) Part 75, and other applicable regulations.
- b. If this Contract contains over \$150,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR Chapter 1, subchapter B). The Provider shall report any violations of the above to the Agency.
- c. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.
- d. Unauthorized aliens shall not be employed by the Provider. The Agency shall consider the employment of unauthorized aliens a violation of section 274A(a) of the Immigration and Nationality Act (8 U.S.C. 1324a) and section 101 of the Immigration Reform and Control Act of 1986 (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination without prior notice of this Contract by the Agency.
- e. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 75, if applicable.
- f. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081-6084). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8. Audits, Inspections, Investigations, Records and Retention, Cooperation with the Inspector General

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider for a period of six (6) years after completion or termination of the Contract or the resolution of any pending action (i.e., audit, legal, etc.), or longer when required by law. In the event an audit is required by this Contract, records shall be retained for a period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms and conditions of this Contract, at no additional cost to the Agency.
- c. Upon demand, at no additional cost to the Agency, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 8.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Agency.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Agency and Federal auditors, pursuant to 45 CFR Part 75.364, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Agency as specified in this Contract and in **Attachment _____**.
- g. Pursuant to section 20.055(5), F.S., the Provider and any subcontractors understand and shall comply with their duty to cooperate with the Agency's Inspector General in any investigation, audit, inspection, review, or hearing.
- h. The Provider agrees to include these aforementioned audit and record keeping requirements in all approved subcontracts and/or assignments of this Contract.
- i. Pursuant to **Governor's Executive Order 20-44**, issued February 20, 2020, if the Provider is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Agency must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, the **Provider shall submit Form CA-48** (Executive Compensation Attestation Report) to the Agency annually, including the most recent IRS Form 990, detailing the total compensation for each member of the Providers executive leadership team.
 - (1) Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
 - (2) The Provider shall inform the Agency of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect.
 - (3) All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Provider.
 - (4) Annual Reports shall be in the form approved by the Agency and shall be submitted to the Agency Contract Manager listed in Section 51, or otherwise so designated, within 180 days following the end of each tax year of the Provider receiving Agency funding.

9. Monitoring by the Agency

The Provider shall permit all persons who are duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods and services of the Provider that are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Agency of the

satisfactory performance of the terms and conditions of this Contract. Following such review, the Agency will deliver to the Provider a written report of its findings, and may direct the development by the Provider of a corrective action plan. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Agency's termination rights under Section 39.d.

10. Indemnification

- a. The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Agency, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by Provider, its agents, employees, partners, or subcontractors, provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Agency.
- b. The Provider shall fully indemnify, defend, and hold harmless the State and Agency from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Agency's misuse or modification of Provider's products or a Agency's operation or use of Provider's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for the Agency the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Agency the right to continue using the product, the Provider shall, without limiting the Agency's remedies at law for breach or nonperformance, remove the product and refund the Agency the amounts paid in excess of a reasonable rental for past use. The Agency shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this Contract or delivered to the Agency for the use of the Agency, its employees, agents or contractors.
- c. The Provider shall protect, defend, and indemnify, including attorneys' fees and costs, the Agency for any and all claims and litigation (including litigation initiated by the Agency) arising from or relating to Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Provider's redaction, as provided for under Section 34.
- d. The Provider shall not be liable for any cost, expense, or compromise incurred or made by the Agency in any legal action without the Provider's prior written consent, which shall not be unreasonably withheld. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Agency negligent shall excuse the Provider of performance under this provision, in which case the Agency shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an Agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Agency shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.
- e. No provision in this Contract shall require the Agency to hold harmless or indemnify the Provider, insure or assume liability for the Provider's negligence, waive the Agency's sovereign immunity under the laws of Florida, or otherwise impose liability on the Agency for which it would not otherwise be responsible.

11. Insurance

Unless the Provider is a state Agency or subdivision as defined by subsection 768.28(2), F.S., the Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and during any renewal(s) and/or extension(s). By execution of this Contract, 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 Agency written verification supporting both the determination and existence of such insurance coverage. A current certificate of insurance, or such other documentation acceptable to the Agency, evidencing the type and extent of all insurance obtained pursuant to this Section 11 shall at all times be maintained by the Provider, and the Provider shall deliver a copy of such proof of insurance and any renewal or replacement thereof to the Agency. The Provider shall cause the Agency to be named as a Certificate Holder under each policy of liability insurance maintained by the Provider pursuant to this Contract, unless the Agency waives in writing this requirement. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Contract.

12. Confidentiality of Information

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

13. Public Records (Section 119.0701, F.S.)

- a. The Provider shall keep and maintain public records required by the Agency to perform the services specified in this Contract.
- b. Upon request from the Agency's Custodian of Public Records, the Provider shall provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. The Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to the Agency.
- d. Upon completion of the Contract, the Provider shall transfer, at no cost, to the Agency all public records in possession of the Provider or keep and maintain public records required by the Agency to perform the service. If the Provider transfers all public records to the Agency upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's Custodian of Public Records, in a format that is compatible with the information technology systems of the Agency.
- e. A request to inspect or copy public records relating to the Agency Contract must be made directly to the Agency. If the Agency does not possess the requested records, the Agency shall immediately notify the Provider of the request, and the Provider must provide the records to the Agency or allow the records to be inspected or copied within a reasonable time.
- f. If the Provider does not comply with the Agency's request for records, the Agency shall enforce the contract provisions in accordance with the Contract.
- g. If the Provider fails to provide the public records to the Agency within a reasonable time, the Provider may be subject to penalties under section 119.10, F.S.
- h. If a civil action is filed against the Provider to compel the production of public records relating to the Contract, the court shall assess and award against the Provider the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that the Provider unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Provider has not complied with the request, to the Agency and to the Provider. A Provider who complies with a public records request within 8 business days after the notice is sent is not liable for the

reasonable costs of enforcement.

- i. **If the Provider has questions regarding the application of Chapter 119, F.S., to the Provider's duty to provide public records relating to this Contract, contact the Custodian of Public Records at:**

**Agency's Public Records Coordination Office
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
(850) 410-1309
publicrecords@apdcares.org**

14. Assignments and Subcontracts

- a. The Provider shall not assign the responsibility for this Contract to another party without prior written approval of the Agency, and such approval shall only be granted upon the Agency's sole determination that such assignment will not adversely affect the public interest or the Agency; however, in no event may Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Contract which right is not conditioned on full and faithful performance of Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Agency shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Agency, which shall not be unreasonably withheld.
- b. To the extent permitted by Florida Law, and in compliance with Section 10 of this Contract, the Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Agency shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Agency against such claims.
- c. The Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Agency in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- d. 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 this Contract. This Contract shall remain binding upon the successors-in-interest of either the Provider or the Agency.
- e. The Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance.

15. Return of Funds

The Provider shall return to the Agency any balance of unobligated funds which has been advanced or paid, any funds paid in excess of the amount to which the Provider is entitled under the terms and conditions of this Contract, overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Agency and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In

the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Contract Manager, on behalf of the Agency, will notify the Provider by letter of such findings. Should repayment not be made: (i) within two (2) business days after discovery by the Provider of the overpayment; or (ii) within ten (10) days after the notification letter is received from the Agency, then the Provider will be charged interest at the lawful rate of interest on the outstanding balance. Payments made for services subsequently determined by the Agency to not be in full compliance with the Contract requirements shall be deemed overpayments. In the event Provider owes any amount to the Agency under this Contract and fails to pay such amount within thirty (30) days after written demand, the Agency may deduct such amount from payments due to Provider from the Agency pursuant to this Contract.

16. Client Risk Prevention and Incident Reporting

- a. If services to clients are provided under this Contract, the Provider and any subcontractors shall conduct incident reporting in the manner prescribed in the Agency's operating procedure APD OP 3-006, Incident Reporting and Risk Prevention for Clients Living in the Community.
- b. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, sexual misconduct, neglect, threatened harm, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-962-2873) (TDD 1-800-453-5145). As required by Chapters 39, 393, and 415, F.S., this provision is binding upon the Provider and its employees, subcontractors, assignees, and volunteers.

17. Purchasing

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

18. Civil Rights Requirements

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, pregnancy, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable. Provider agrees that compliance with this section constitutes a condition of continued receipt of funds under this Contract, and that these requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider, and any subcontractor, subgrantee, or other Provider of federal financial assistance pursuant to this Contract shall complete the Civil Rights Compliance Checklist, APD Form 946, in accordance with 45 CFR Part 80 and 45 CFR Part 84 within sixty (60) calendar days after execution of this Contract, and the Provider shall complete APD Form 946 on an annual basis thereafter during the term of this Contract. The Civil Rights Compliance Checklist is not required of Providers that have less than fifteen (15) employees, unless they provide direct client services.

19. Independent Capacity of the Contractor

- a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees

shall represent to others that it has the authority to bind the Agency unless specifically authorized in writing to do so. This Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

- b. The Provider shall take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida. The Agency will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Agency in this Contract.
- c. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

20. Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization and 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, Agency for Persons with Disabilities." If the sponsorship reference is in written material, the words "State of Florida, Agency for Persons with Disabilities" shall appear in at least the same size letters or type as the name of the organization.

21. Publicity

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

22. Final Invoice

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

23. Use of Funds for Lobby Prohibited

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

24. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Agency. When a person or affiliate has been placed on the Convicted Vendor List following a conviction for a public entity crime, or an entity or affiliate has been placed on the Discriminatory Vendor List, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the Convicted Vendor List shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Provider warrants that neither it nor any affiliate is currently on the Convicted Vendor List maintained pursuant to Section 287.133, F.S., on the Discriminatory Vendor List

maintained pursuant to Section 287.134, F.S., or any similar list maintained by the State of Florida or the federal government.

25. Gratuities

The Provider shall not offer to give or give any gift to any Agency employee. As part of the consideration for this Contract, the parties intend that this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to the Agency, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the Suspended Vendor List for an appropriate period. The Provider shall ensure that its subcontractors, if any, comply with these provisions.

26. Patents, Copyrights, and Royalties

- a. It is agreed that all intellectual property, inventions, discoveries, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Agency, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. Any intellectual property, inventions, discoveries, written or electronically created material or work of authorship produced or developed by Provider shall become the property of the Agency as part of delivering the required services under this Contract, and the Agency retains all rights of use associated with this ownership. It is specifically agreed that the Agency shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
- b. Except as provided in section 1004.23 F.S., to the extent that the Services provided by Contractor are generated by Contractor's proprietary software, created prior to the execution of this contract and not modified using funds from this contract, the Agency agrees that it has no claims of ownership, including copyrights, patents, or other intellectual property rights to Contractor's software. If the Contractor uses such proprietary software to provide the services required under this contract, Contractor grants the Agency a non-exclusive, perpetual right to use the software to access and view the Contractor's work."
- c. If the Provider uses or delivers to the Agency for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood that, without exception, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.
- d. All applicable subcontracts shall include a provision that the Federal awarding Agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Agency shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

27. Construction or Renovation of Facilities Using State Funds

- a. Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Agency's interest is vacated, the Provider shall refund the proportionate share of the state's initial investment, as adjusted by depreciation.
- b. For any contract concerning public construction, upon written notice from the Agency, the Agency may

withhold payment or the release of funds that are subject to a good faith dispute or the subject of a claim brought pursuant to s. 255.05, F.S., until resolution of the dispute.

28. Information Security Obligations

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Agency's Information Security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes
 - (1) Approving and tracking all Provider employees and authorized subcontractors that request or have access to any Agency data system or information; and
 - (2) Notifying the Agency within two (2) business days of termination of any employee who possesses credentials to access the Agency's systems or facilities, which access is controlled by the Agency. (DMS Rule 60GG-2.003(1)(a)(7), F.A.C.)

The Data Security Officer shall implement security controls equivalent to or exceeding the level of security required of the Agency to ensure that user access to any Agency data system or information has been removed from all terminated, separated, and retired Provider employees, or any employees who have been reassigned to positions where access to data systems and/or information is no longer authorized. (Section 282.318(4)(h), F.S.)

- b. The Provider shall provide the latest Agency security awareness training to its staff and subcontractors who have access to Agency information. The Provider shall maintain documentation of its affected staff's and subcontractors' completion of this training. The Provider shall make available to the Agency all related records and documentation of this training, upon request.
- c. All Provider staff and subcontractors who have access to Agency information shall comply with APD OP 14-001, Information Security Incident and Breach Response; and APD Policy 6-0002, Acceptable Use of Information Technology Resources.
- d. The Provider shall employ appropriate administrative, technical, and physical safeguards to protect against unauthorized releases of any protected health information, personally identifiable information, and/or confidential information by ensuring both data and storage devices are adequately encrypted as prescribed in APD Policy 6-0014, Data Protection and Encryption Policy. If encryption of these devices is not possible, then the Provider shall assure that unencrypted protected health information, personally identifiable information, and/or confidential Agency data are not stored on unencrypted storage devices. The Provider shall furnish the Agency with satisfactory assurances that the Provider's subcontractors must comply with these same requirements.
- e. Except as otherwise provided for in the Business Associate Agreement, if applicable, the Provider agrees to notify Information Security Management at APD.ISM@apdcares.org and the Contract Manager immediately and without delay, but no later than within twenty-four hours following the discovery of any breach, potential breach, or unauthorized release of protected health information, personally identifiable information, and/or confidential Agency data. The Provider shall require the same notification requirements of all of its subcontractors.
- f. Except as otherwise provided for in the Business Associate Agreement, if applicable the Provider shall comply with the provisions of section 501.171, F.S. In the event of a breach of security of a system maintained by the Provider, the Provider shall notify the Agency of the breach of security, or reason to believe a breach has occurred, within 10 days following determination of the breach of security, or reason to believe a breach has occurred. The Provider shall provide the Agency with all information the Agency needs to comply with the Agency's notice requirements under section 501.171, F.S. The Provider shall require the same notification requirements of all subcontractors.

29. Health Insurance Portability and Accountability Act (HIPAA)

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

Provider is a Business Associate, as defined in 45 CFR 160.103, the Provider shall execute and comply with the terms and conditions of the Business Associate Agreement attached hereto as **Attachment _____**, which is incorporated herein by reference as if set forth herein. A violation or breach of the terms and conditions of the Business Associate Agreement shall constitute a material breach of this Contract.

30. Emergency Preparedness

- a. If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan that shall include, but not be limited to, provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed Contract in the event of an actual emergency.
- b. The Agency agrees to respond in writing within thirty (30) days of receipt of the plan acknowledging receipt of such plan. In the event of an emergency, the Agency may contact the Provider in order to assure implementation of the Provider's emergency preparedness plan.
- c. An updated emergency preparedness plan shall be submitted by the Provider no later than twelve (12) months following the receipt of an original plan or receipt of an updated plan. The Agency agrees to respond in writing within thirty (30) days of receipt of the updated plan acknowledging receipt of such updated plan.

31. PUR (Purchasing) 1000 Form

The PUR 1000 Form dated 07/24, as amended from time to time, is hereby incorporated by reference and made a part hereof as if fully recited herein. Sections 4.c.ii., 5.e.-j., 8.a., and 8.e.-f. of the PUR 1000 Form are not applicable to this Contract. Other provisions of the PUR 1000 Form are clarified, revised or supplemented as set forth elsewhere in this Contract. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this Contract, the terms or conditions of this Contract shall take precedence over the PUR 1000 Form. Notwithstanding the foregoing, if the conflicting term in the PUR 1000 Form is required by any section of the Florida Statutes, the term in the PUR 1000 Form shall take precedence.

32. Notification of Legal Action

The Provider shall notify the Agency of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Agency. The Agency's Contract Manager will be notified within ten (10) calendar days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

33. Whistleblower's Act Requirements

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

34. Proprietary or Trade Secret Information

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of proprietary or trade secret confidentiality for any information contained in Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 34.b. below.

- b. In accordance with Section 215.985(14), F.S., this Contract, is subject to inclusion in the web-based system called the Florida Accountability Contract Tracking System (FACTS). A copy of this Contract, any amendments, renewals, and extensions thereof, and any associated procurement documents, are subject to posting in FACTS and made available to the public. Any claim by Provider that the Contract or procurement documents contain "confidential" or "exempt" material will be waived at the time of execution of this Contract, unless the claimed confidential information is submitted in accordance with Section 34.c. below.
- c. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as confidential, exempt, proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information. The Provider is deemed to have released the Agency from liability for disclosure of confidential, exempt, proprietary, or trade secret information if Provide fails to comply with this subsection at the time the Contract is executed.
- d. The Agency, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as confidential, exempt, proprietary, or trade secret in accordance with Section 34.c. above. Accompanying the submission shall be an updated version of the justification under Section 34.c. above, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Provider fails to promptly submit a redacted copy, the Agency is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- e. The Provider shall be responsible for defending its claim that each and every portion of the redactions of confidential, proprietary, or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

35. Contract Payment

- a. Pursuant to section 215.422, F.S., the Agency has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care Providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Agency or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon acceptance by the Agency, but shall remain subject to subsequent audit or review to confirm Contract compliance and/or to the Return of Funds provision of Section 15 of this contract.
- b. For any contract pertaining to construction, the Agency must pay the remaining balance of the contract within twenty (20) business days after receipt of a completed invoice.

36. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422(7), F.S., which include disseminating information relative to prompt payment by the State and to assisting vendors in receiving their payments in a timely manner 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.

37. Notice

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

38. Financial Consequences for Provider's Failure to Perform or Failure to Comply with Requirement for Corrective Actions

- a. Corrective action plans and/or financial consequences must be required for noncompliance, nonperformance, unacceptable performance, or failure to meet the minimum level of service or performance under this Contract. Financial consequences must be imposed for failures to timely implement or to make acceptable progress on such corrective action plans.
- b. Financial consequences must include, but are not limited to, the financial consequences set forth in subsections c, d, and e below.
- c. The increments of financial consequences that shall apply must be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan. The financial consequences shall not exceed ten percent (10%) of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) financial consequence of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- d. Noncompliance involving the provision of service not having a direct effect on client health and safety must result in the imposition of a five percent (5%) financial consequence. Noncompliance as a result of unacceptable performance of administrative tasks must result in the imposition of a two percent (2%) financial consequence.
- e. The deadline for payment shall be as stated in the notification imposing the financial consequences. In the event of nonpayment, the Agency may deduct the amount of the financial consequences from invoices submitted by the Provider.
- f. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 15 above, titled "Return of Funds" to the extent of such error.
- g. If this Contract is funded with federal assistance, this provision can be excluded from the Contract only if financial consequences are prohibited by the federal Agency awarding the funds.

39. Termination

- a. This Contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program. The Provider shall not furnish any product after it receives the written notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Provider shall be compensated for any work satisfactorily completed up to and including the date of termination, but shall not be entitled to recover any cancellation charges or lost profits.
- b. In the event funds for payment pursuant to this Contract become unavailable, the Agency may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Agency 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 the effective date of the termination.

- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Agency may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Agency specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Agency may, if applicable, employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), but is not required to do so in order to terminate the Contract. The Agency's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Agency's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Agency's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (i) previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (ii) had a contract terminated by the Agency for cause. Termination pursuant to this Section 39.d., shall be upon no less than twenty-four (24) hours notice in writing to the Provider (excluding Saturday, Sunday, and State Holidays).

40. Renegotiations or Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties during the term of the Contract. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget. If the services provided under this Contract are the same type of service that is offered under the Developmental Disabilities Home and Community Based Waiver Services (HCBS) and the established rates are adjusted, the rates of services under this Contract may be modified to be in alignment with the adjustment, which Provider shall not unreasonably withhold consent to such modification.

41. Dispute Resolution

Any dispute concerning performance of the Contract or payment hereunder shall be decided by the Agency's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Agency and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the **Attachment I** or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 39.d. above.

42. Background Screening

- a. The Provider shall ensure that all Provider's staff, and Provider's subcontractor's staff, meet Level Two Background Screening requirements in accordance with section 393.0655 and Chapter 435, F.S., as a condition of employment and continued employment. The screening includes fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. The Provider must submit to the Contract Manager, a signed affidavit, attesting that all current employees have been screened and cleared. An updated affidavit must be sent to the Contract Manager annually. Documentation of background screening shall be maintained in the

employee's personnel file. The Provider shall be responsible for ensuring Provider's subcontractor's compliance with this section.

- b. Licensed physicians, nurses, or other professionals licensed and regulated by the Department of Health are not subject to background screening pursuant to s. 393.0655, F.S., if they are providing a service that is within their scope of licensed practice.
- c. Human resource personnel who have been fingerprinted or screened pursuant to Chapters 393, 394, 397, 402, and 409, F.S., and teachers and non-instructional personnel who have been fingerprinted pursuant to Chapter 1012, F.S. who have not been unemployed for more than ninety (90) days and who under the penalty of perjury attest to the completion of the fingerprinting or screening and to compliance with the provisions of the applicable Florida Statute(s) and the standards for good moral character shall not be required to be re-fingerprinted or rescreened in order to comply with any caretaker screening or fingerprinting requirements.
- d. Every employee or volunteer of the Provider, or employee or volunteer of Provider's subcontractor, who provides direct services, manages or supervises a residential facility or comprehensive transitional education program, or has access to a clients living areas, funds, or personal property, must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment and agree to inform the employer immediately if arrested for any of the disqualifying offenses while employed. Annually each Provider must submit to the Agency, under penalty of perjury, a current signed affidavit attesting to compliance with the provisions of these background screening requirements.

43. Renewals

This Contract may be renewed, unless specifically stated otherwise in the **Attachment I**, for a term not to exceed three (3) years or for the term of the original Contract, whichever is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Agency. Contracts procured by an exceptional purchase pursuant to Section 287.057 (3)(a) or (3)(c), F.S., may not be renewed. Any renewal shall be subject to the availability of funds and any costs for renewing the contract shall not be charged. Any renewal must be in writing and is subject to the same terms and conditions as set forth in the initial Contract and any written amendments signed by the parties.

44. Mandatory Reporting

The Provider and its subcontractors must comply with and inform their employees of the following mandatory reporting requirements. Each employee, assignee and volunteer of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge or reasonable suspicion of a critical or reportable incident shall report such incident as follows:

- a. Reportable incidents that may involve the abuse, sexual misconduct, neglect, threatened harm, or exploitation of a client; or may have an immediate or impending impact on the health or safety of a client shall be immediately reported to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-962-2873) (TDD 1-800-453-5145). The Provider shall then notify the Contract Manager immediately and without delay, but no later than one (1) business day, of the reported incident(s) to the Florida Abuse Hotline.
- b. Other reportable incidents shall be reported to the Agency's Contract Manager immediately and without delay, but no later than one (1) business day following the discovery of the incident. A critical or reportable incident is defined in APD Operating Procedure 3-0006, Incident Reporting for Clients Living in the Community, and APD Operating Procedure 7-004, Suspected Misconduct and Dishonesty.

45. Property

- a. The word "property" as used in this Section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one (1) year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, hardback-covered bound books, the value or cost of which is \$250 or more, and personal computers, lap top computers or

other similar electronic devices. Each item of property for which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this Section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

- b. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this Contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Agency shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under the Provider control, the Agency shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with Agency requirements.
- c. If any property is purchased by the Provider with funds provided by this Contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Agency along with the expenditure report for the period in which it was purchased. At least annually the Provider shall submit a complete inventory of all such property to the Agency whether new purchases have been made or not.
- d. The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- e. The Contract Manager must provide disposition instructions to the Provider prior to the end of the Contract period. The Provider cannot dispose of any property that reverts to the Agency without the Contract Manager's prior approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- f. The Provider hereby agrees that all inventories required by this Contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Agency and shall be used in place of the original acquisition cost.
- g. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in the Agency upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is properly maintained and is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Agency the replacement cost of any property inventoried and not transferred to the Agency upon completion or termination of this Contract. When property transfers from the Provider to the Agency, the Provider shall be responsible for paying for the title

transfer.

- h. Any warranties for property purchased by the Provider pursuant to this Contract shall be transferrable and vested in the Agency upon completion or termination of this Contract. The Provider hereby agrees to pay the cost of transferring warranties of any property for which ownership is evidenced by a certificate of title. When property transfers from the Provider to the Agency, the Provider shall be responsible for paying for the warranty transfer.
- i. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- j. The Provider hereby agrees to indemnify the Agency against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- k. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

46. Verification of Employment Status (E-Verify)

Pursuant to Chapter 448, F.S., the Provider and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Provider during the Contract term. The Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

47. MyFloridaMarketPlace Registration

To comply with Rule 60A-1.033, F.A.C., each Provider doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com).

48. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a transaction fee of one percent (1.0%), which the Provider shall pay to the State unless exempt pursuant to 60A-1.031, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, the Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Provider 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 of 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. A Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider'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 Provider in default and recovering procurement costs from the Provider in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

49. Scrutinized Companies

If this Contract is valued at \$1,000,000 (total Contract value) or more, awarded, extended, or renewed on or

after July 1, 2011, the Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, F.S. If this Contract is valued at \$1,000,000 (total Contract value) or more, awarded, extended, or renewed on or after July 1, 2012, the Provider also agrees to not engage in business operations in Cuba or Syria as described in section 287.135, F.S. If this Contract is valued at \$1,000,000 (total Contract value) or more, awarded, extended, or renewed on or after October 1, 2016, the Provider also agrees to refrain from the boycott of Israel as described in section 215.4725, F.S. Pursuant to section 287.135, F.S., the Agency may immediately terminate this Contract for cause if the Provider is found to have submitted a false certification required under Section 287.135(5), F.S., or the Provider is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel as described in section 215.4725, F.S, or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria during the term of the Contract. If this Contract is valued at \$1,000,000 (total Contract value) or more, in execution of this Contract, Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is not participating in a boycott of Israel, and has not engaged in business operations in Cuba or Syria.

50. Transportation Disadvantaged

The Provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract would be used to transport clients.

51. Official Payee and Representatives (Names, Addresses, Telephone Numbers, E-mail addresses):

a. The 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:	c. The name, mailing address, telephone number, and e-mail address of the Contract Manager for the Agency for this Contract is:
Name Address City, State, Zip Phone & Extension Email	Name Address City, State, Zip Phone & Extension Email
b. The name of the contact person and street address where financial and administrative records are maintained is:	d. The name, mailing address, telephone number, and e-mail address of the representative of the Provider responsible for administration of the program under this Contract is:
Name Address City, State, Zip Phone & Extension Email	Name Address City, State, Zip Phone & Extension Email

Upon change of representative information (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

52. All Terms and Conditions Included

This Contract and its Attachments, I, II, and III and any exhibits referenced in said attachments, together with any documents incorporated by reference, 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. Provider shall comply with all applicable federal, state, and local laws and regulations. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall

remain in full force and effect and such term or provision shall be stricken. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. **Attachment I** and other attachments, if any;
- b. Any documents incorporated into any attachment by reference;
- c. The Standard Contract; and
- d. Any documents incorporated in the Standard Contract by reference.

By signing this Contract, the parties acknowledge that they have read and agree to the entire Contract, as described in Section 52 above.

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

**FLORIDA AGENCY FOR PERSONS WITH
DISABILITIES**

SIGNATURE:	_____	SIGNATURE:	_____
NAME:	_____	NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

FEDERAL EID # (or SSN, if applicable): _____ **Provider Fiscal Year Ending Date:** __/__/__