


FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INC.

124 Marriott Drive, Suite 203, Tallahassee, Florida 32301-2981

(850) 488-4180, FAX (850) 922-6702, TDD (888) 488-8633

Cost Reimbursement
 Fixed Price
 Non-Direct Services
 Direct Services
 CFDA Number: 93.630
 100% Federal Funds
 Project Title: XXX

Contract Number: XXX
 Start Date: XXX
 End Date: XXX
 FDDC Funds: XXX
 Match: XXX
 Source: XXX
 Total: XXX

**FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INCORPORATED
 STANDARD CONTRACT**

This CONTRACT is entered into between the Florida Developmental Disabilities Council, Incorporated, a non-profit corporation established pursuant to Ch. 617, Fla. Stat. (hereinafter referred to as the "Council"), and [PROVIDER NAME] (hereinafter referred to as the "Provider").

The project will be conducted at: [PROVIDER ADDRESS].

THE PARTIES AGREE:
I THE PROVIDER AGREES:
A. General Requirements.

1. To provide services in accordance with the terms and conditions of this agreement, together with those additional supplementary or modified conditions as specified in the Attachments to this contract.

B. Requirements for Submission of Bills for Fees, Services or Expenses.

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. To request payment through submission of a properly completed invoice, DDC Form 99-01 (Exhibit A).
3. Where applicable, to submit bills for any travel expenses through completion and submission of a properly completed Travel Reimbursement Form, DDC Form 01-01 (Exhibit G).
4. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the Council's program manager prior to payment.
5. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A, of this contract.
6. To allow public access to all documents, papers, letters or other materials subject to the provisions of Ch. 119, Fla. Stat., and made or received by the Provider in conjunction with this contract. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of contract.

C. Federal Laws and Regulations.

1. Because this contract contains federal funds, the Provider shall comply with the provisions of each federal regulation included within the list provided as Attachment III to this agreement, to the extent applicable.
2. Because this contract contains federal funds, the Provider shall comply with the provisions of Office of Management and Budget (OMB) Circular No. A-21, as revised, "Cost Principles for Educational Institutions;" OMB Circular No. A-87, as revised, "Cost Principles for State, Local and Indian Tribal Governments;" or OMB Circular No. A-122, as revised, "Cost Principles for Non-Profit Organizations;" as applicable.
3. Because this contract contains federal funds and if this contract is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. ss. 7401, et seq.), and particularly s. 306 of that Act (42 U.S.C. s. 7606); the Federal Water Pollution Control Act, as amended (33 U.S.C. ss. 1251, et seq.), and particularly s. 508 of that Act (33 U.S.C. s. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR, Part 32). The Provider shall report any violations of the above to the Council's contract manager.
4. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying, DDC Form 96-03 (Exhibit F). If a Disclosure of Lobbying Activities form, federal Standard Form LLL, is required, it may be obtained from the Council's contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
5. If this contract contains federal funds of \$10,000, or more, or if it is anticipated the Provider will enter contracts within the ensuing 12 month period in which the combined federal funding is \$10,000, or more, the Provider shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity; as amended by Executive Order 11375 of October 13, 1967; and the requirements of 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Further, in accordance with 41 CFR s. 60-1.4(d), the Equal Opportunity Clause set forth in Executive Order 11246 of September 24, 1965, and codified at 41 CFR s. 60-1.4(a), is hereby

incorporated and made a part of this contract as if fully set forth herein.

D. Audits and Records.

1. To maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Council, as well as by state and federal personnel.
3. To provide a financial and compliance audit to the Council as specified in Exhibit B and to ensure that all related party transactions are disclosed to the auditor.
4. Where applicable, to include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.
5. To maintain and file with the Council's contract manager such progress, fiscal and inventory reports as specified in Attachment I, and other reports as the Council may require within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of this contract.

E. Records and Documentation.

1. The provider shall protect the confidential records from disclosure and protect participants' confidentiality in accordance with state and federal laws.
2. Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state regulations and federal law or regulations (45 CFR s. 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
3. The provider is responsible for maintaining documentation of all tasks and deliverables under this contract. Records and documentation of events sponsored under this contract include, but are not limited to, the agendas, meeting minutes, conference calls, Best Practices Manual, brochures, handouts, sign-in sheets, evaluations, survey reports, and documentation of printed materials.
4. To retain all records of individuals receiving services, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if any audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period.

F. Monitoring.

1. Persons duly authorized by the Council and state and federal auditors, pursuant to 45 CFR, s. 92.36(i)(10), shall have full access to and the right to examine any of said records and documents at all reasonable times during the period of this contract, during said retention period, or as long as records are retained, whichever is later. Those persons authorized to do so shall be entitled to inspect any records, papers, documents, facilities, or goods and services of the Provider relevant to this contract, and may interview any recipients of services and employees of the provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the Council will deliver to the Provider a list of its comments, including specifically any noted deficiencies with regard to the manner in which said goods or services are being provided. The Provider will rectify all noted deficiencies provided by the Council within the specified period of time set forth in the comments or provide the Council with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within a reasonable time as specified by the Council may result in any one or a combination of the following: the withholding of payments; being deemed in breach or default of this contract; and termination of this contract for cause.

G. Indemnification.

1. Provider agrees that it will indemnify, defend, and hold harmless the Council and all Council's officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect or omission by Provider, its agents, employees, or subcontractors during the performance of the contract, whether direct or indirect, and whether to any person or property to which Council or said parties may be subject, except that neither Provider nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Council, its officers, agents, or employees.
2. Provider's obligation to indemnify, defend, and pay for defense or at the Council's option, to participate and associate with the Council in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Council's notice of claim for indemnification to Provider. Provider's inability to evaluate liability or its evaluation of liability shall not excuse Provider's duty to defend and indemnify within seven (7) days after receipt of such notice by the Council, given by certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Council solely negligent shall excuse performance of this provision by Provider. Provider shall pay all costs and fees, including attorney's fees, related to this obligation and its enforcement by the Council, and the venue for any such enforcement action or other proceeding, if separately filed, shall be Leon County, Florida.
3. If the Provider is a state agency or subdivision as defined by s. 768.28, Fla. Stat., this entire indemnification clause shall be deemed inapplicable and without force or effect, pursuant to the mandate of s. 768.28(19), Fla. Stat.

H. Insurance.

1. To provide adequate property and personal liability insurance coverage on a comprehensive basis, to name the Council as a co-insured, and to hold such liability insurance at all times during the existence of

this contract and any renewal(s) or extensions(s), such that coverage will be provided for incidents occurring during the term of this agreement even if asserted after its termination. 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, the individuals receiving services under this contract, and the Council. At the time of the execution of this contract and the Insurance Certification Form, DDC Form 00-01 (Exhibit C), the Provider shall furnish the Council's contract manager written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in Attachment II, where appropriate.

2. If the Provider is a state agency or subdivision as defined by s. 768.28, Fla. Stat., the Provider shall furnish the Council's contract manager, upon request, written verification of liability protection and scopes of coverage as provided in Ch. 284, Parts I and II, and s. 768.28, Fla. Stat. Nothing herein shall be construed to extend any party's liability beyond that authorized in s. 768.28, Fla. Stat.

I. Staffing Requirements.

1. Staffing Levels

The provider shall maintain staffing levels sufficient to fulfill the obligations of this contract.

2. Professional Qualifications

The Council will approve and be provided with a copy of the professional credentials, certifications and resumes of the provider's project managers, trainers, and conference presenters.

3. Staffing Changes

The provider shall notify the Council's program manager, in writing, of any staffing changes. Prior to replacing the director of the contracted project, the provider must notify in writing and obtain approval from the Council for the replacement. If the Council is not satisfied that this replacement can carry out the requirements of the contract, the contract will be terminated.

4. Hiring Individuals with Disabilities

The provider is encouraged by the Council to hire qualified individuals with disabilities to work on projects funded by this Council.

J. Subcontracts and Assignments.

1. The provider will neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Council.

2. The provider will be responsible for all work performed and all expenses incurred with the project. If the Council permits the Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that all such subcontract arrangements shall be evidenced by written document subject to prior review and comment by the Council. Such review of the written subcontract document by the Council will be limited to a determination of whether or not subcontracting is permissible, whether the offered subcontractor is acceptable to the Council, and the inclusion of applicable terms and conditions of this contract. The Provider further agrees that the Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Council against such claims.

3. The Council shall at all times be entitled to assign or transfer its rights duties, or obligations under this contract to another entity, upon giving prior written notice to the Provider. In the event the Council approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the Provider and of any entity that succeeds to the obligations of the Council.

4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within ten (10) working days after receipt of full or partial payment from the Council. Failure to pay within ten (10) working days will result in a penalty charged against the Provider and paid to the subcontractor in the amount of one-half (1/2) percent of the amount due, per day, from the expiration of the period allowed for payment until such time as payment is made. Such penalty shall be in addition to actual payments owed and, notwithstanding the foregoing, shall not exceed fifteen (15) percent of the outstanding balance due.

K. Return of Funds.

1. To return to the Council any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the Council. In the event the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment within 40 calendar days from the discovery, without prior notification from the Council. In the event the Council first discovers that an overpayment has been made, the Council will notify the Provider by certified letter, return receipt requested, of such a finding. Should repayment not be made in a timely manner after the Provider's discovery or receipt of the Council's notice, the Council will charge, in addition to the amount of overpayment, interest of one (1) percent per month, calculated on a daily basis on the balance outstanding upon expiration of the 40-day period until such time as the repayment is made.

L. Abuse, Neglect and Exploitation Reporting.

1. In compliance with Ch. 415, Fla. Stat., the Provider or any employee of the Provider who knows, or has reasonable cause to suspect, that an elderly person or a disabled adult has been or is being abused,

neglected, or exploited, shall immediately report such knowledge or suspicion to the central abuse registry and tracking system on the single statewide toll-free telephone number (1-800-96ABUSE).

M. Transportation Disadvantaged.

1. If transportation is to be provided under this contract, the Provider shall comply with the provisions of Ch. 427, Fla. Stat., and Ch. 41-2, Fla. Admin. Code. The Provider shall maintain, on-site, reports documenting its compliance with this provision, with such reports subject to the retention and monitoring sections of this contract, as set forth above.

N. Civil Rights Requirements.

1. To comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work or payment for work thereof, including the Americans With Disabilities Act, and shall not discriminate on the grounds of race, color, religion, sex, age, disability, national origin, marital status, political affiliation or beliefs, in the performance of this contract.

2. The Provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the Provider, its successors, transferees, and assignees for the period during which services are provided. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above-referenced statutes, ordinances, rules, regulations, guidelines, and standards.

O. Independent Capacity of the Provider.

1. To be solely responsible and liable for the performance of all tasks contemplated by this contract which are not the exclusive responsibility of the Council.

2. To act in the capacity of an independent contractor and not as an officer, agents, employee, agent, servant, joint venturer or partner of the Council. Neither the Provider nor its officers, agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Council unless specifically authorized in writing to do so.

3. To take such actions as are necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and not an officer, employee, agent, servant, joint venturer or partner of the Council.

4. To be responsible for payment of all Social Security, Income Tax, and other withholdings or benefits, as applicable.

P. Sponsorship.

1. The Provider shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by United States Department of Health and Human Services, Administration on Developmental Disabilities and the Florida Developmental Disabilities Council, Inc." together with its commonly used logo (Exhibit D) in all written or other visual format. The language and logo shall appear in a visible location, in the same size letters or type as the name of the organization.

Q. Final Invoice.

1. To submit the final invoice for payment to the Council not later than fifteen (15) days following termination of the contract or by the due date established in Attachment II, whichever occurs later. If the Provider fails to do so, all right to such payment is forfeited and the Council will not honor any requests submitted after the aforesaid time period.

R. Special Provisions.

1. Copyrights and Right to Data.

Where activities supported by this contract produce original writing, sound recording, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Council and the Department of Health and Human Services shall have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to authorize others acting on behalf of the Council to do so. The Provider is required to inform the FDDC task force manager of any copyrighted material that are going to be used and submit them to FDDC for approval. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, it will vest in the Council for the exclusive use and benefit of the Council. The Council retains the right, when the Provider signs the contract, to reproduce and distributed all copyrighted material (s) in perpetuity. The Council grants the Provider permission to use information from the contract for publication as long as the Council and the U.S. Department of Health and Human Services are acknowledged in accordance with Exhibit D. The Provider must seek written permission from the Council to change, alter, edit or revise original writing, sound recording, pictorial reproductions, drawings or other graphic representation and works of any similar nature, of Council approved materials.

Any and all articles, technical papers, symposium papers, web design materials, products or other documents (hereby referred as "materials") produced and/or developed under this contract, must have prior approval from the FDDC Program Manager and Communications Director of such "materials" before being printed, used, released, and/or distributed. This includes all aspects of the publicity before the "materials" are submitted for publication or presentation and before any publicity occurs. The

"materials" must also meet the specifications found elsewhere in this contract. All "materials" resulting from Council funding under this contract are property of the Council and the U.S. Department of Health and Human Services and shall bear the Council logo (Exhibit D) and sponsorship language as specified in Section P (See Section P, Sponsorship.)

2. Americans with Disabilities Act (ADA).

The ADA prohibits discrimination by public and private entities on the basis of disability in, among other things, employment, public accommodations, transportation, State and local government services, and in telecommunications. The Provider agrees to comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. ss. 12101 et seq., to the extent applicable, in fulfilling the terms of this contract.

3. Lobbying.

The Provider will comply with the provisions of ss. 11.062 and 216.347, Florida Statutes, relating to the expenditure of State funds for the purpose of lobbying the Legislature, the judicial branch or the executive branch; and will comply with 29 CFR, Part 93 and 45 CFR, Part 93, as applicable.

4. Human Rights Advocacy Committee (HRAC).

To the extent subject to HRAC oversight, the Provider will allow properly identified District HRAC members to fulfill their duties as set forth in s. 402.166 (7) and (8), Fla. Stat.

5. Grievance Process.

The Provider will establish a system through which individuals receiving services may present grievances about the operation of the service program.

6. Use of Volunteers.

The Provider will make maximum use of all available community resources including volunteers serving under the Domestic Volunteers Services Act of 1973 (P.L. 87-394) and other appropriate voluntary organizations. Volunteer time towards match is limited to no more than 5% of match provided.

7. Standards for Services and Construction of Facilities.

The Provider will ensure that the services and the facilities, building(s), and equipment used to provide services under this agreement meet the standards as specified in 45 CFR s. 1386.17, Standards for Services and Construction of Facilities. The Provider will also comply with those standards required by local fire and health authorities.

8. Human Rights.

The Provider assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons Who are Developmentally Disabled.

9. Reporting Requirements.

The Provider will submit to the Council's program manager all invoices, DDC Form 99-01 (Exhibit A), Report of Match Form, DDC Form 99-06 (Exhibit E), Budget Report (Exhibit H) and programmatic reports by the due dates specified in the Method of Payment, Attachment I, Section B.

10. Background Screening.

(a) The Provider agrees to comply with the intent of s. 393.067, Fla. Stat., providing for the fingerprinting and background screening of all employees coming into direct contact with minor children and persons with developmental disabilities. The Provider further agrees to ensure compliance by all subcontractors with the intent of s. 393.067, Fla. Stat., as to employees of the subcontractors who come into direct contact with minor children and persons with developmental disabilities.

(b) The Provider also acknowledges that the cost of processing fingerprints and the background screening, i.e. criminal record checks, shall be borne by the Provider or the Provider's subcontractor or the employee who is being screened, per s. 393.067, Fla. Stat.

11. Fifteen Day Grace Period.

If the deliverable and/or fiscal invoice are not submitted by the Provider to the Council's contract manager within 15 days from the deliverable and/or invoice due date, the Provider will receive a letter from the Council project manager stating that if the deliverable and/or invoice are not received within an additional 15 calendar days, the Provider will be in jeopardy of a five (5) percent reduction in payment for the deliverable and/or invoice and of the contract being terminated. A five (5) percent reduction in the payment for the deliverable and/or invoice may be applied for any deliverable and/or invoice not received within the additional 15 calendar days set forth in the letter to the Provider. A contract may be terminated, if after applying a five (5) percent reduction, a subsequent deliverable and/or invoice is not received within the additional 15 calendar days. This does not change contract provisions allowing for submission of final invoice as referenced in Section I, Paragraph Q, of this contract.

The 15-day grace period should only be used if there is a valid reason for the deliverable to be late. If a provider knows that the deliverable is going to be late, he/she must inform the Council program manager immediately in writing. The Council reserves the right to deduct five (5) percent from the deliverable payment for each late deliverable.

12. Public Entity Crime; Debarment; Suspension.

Section 287.133(2)(a), Fla. Stat., places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities in Florida which, for purposes of this contract, shall include the Council:

A person or affiliate who has been placed on the [State of Florida's] convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with

the public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Similarly, Federal regulations limit and restrict the ability of individuals or entities debarred or suspended by a Federal Agency from doing business with, or contracting for the use of federal funds with, the Council. See 29 CFR, Part 98; 45 CFR, Part 76.

The Provider shall comply with both the State and Federal statutory and rule requirements, as applicable.

13. Drug-Free Workplace.

The Provider agrees to provide a drug-free workplace, in accordance with both state and Federal statutes, rules and regulations.

14. File Specifications.

a. All materials produced through the support of the Council must be submitted to the Council in electronic form at the time of the project's final report, upon publication of any material printed for distribution, or no later than 30 days after the contract ends.

b. All materials must be saved and submitted in applications that run under Microsoft Windows. The materials must be submitted in one of the following file formats:

- (1) Microsoft Word (all versions).doc, preferred;
- (2) WordPerfect (all windows versions).wpd;
- (3) PageMaker (Version 5 or higher).pm5, .pm6.

c. All bitmaps (i.e., photographs, scans, etc.), vector graphics and tables must be stored in the file or linked to the file. A copy of all bitmaps (i.e., .tif, .gif, .jpg, .bmp) used in the document must also be submitted. They should be in a separate subdirectory called "bitmaps" or "pix."

d. A copy of all related media files, including video (.avi, .mov) and audio (.wav) must also be submitted. They should be stored in a separate subdirectory called "media."

e. Materials may be stored on various media depending on size, including: 1.4 MB floppy, 100 MB Zip, 250 MB Zip, or CD-ROM.

15. Satisfactory Performance.

The Provider understands and agrees that satisfactory performance, as determined by the Council, on existing and past contracts with the Council may be a factor taken into consideration by the Council in the award of future contracts and the continuation of existing contracts.

16. Provider Responsibility for Office Equipment and Supplies.

The provider will be responsible for providing office space, furniture and computers, office supplies, telephone, fax, postage, copying, and routine clerical support as needed to carry out the provisions of this contract.

II. THE COUNCIL AGREES:

A. Contract Amount.

To pay for contracted services according to the conditions of Attachment I, in an amount not to exceed [AMOUNT] subject to the availability of funds. This contract amount includes [AMOUNT] in DD Council funding and an additional amount of [AMOUNT], as the match to be provided by the Provider in accordance with the schedule set forth in the Report of Match Form, DD Form 99-06, (Exhibit E). The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment.

The Council has the right to inspect and approve goods, services and invoices. Invoices returned to a contractor due to preparation errors will result in a payment delay. Approved invoices will normally be paid within forty-five (45) days.

III. THE PROVIDER AND COUNCIL MUTUALLY AGREE:

A. Effective and Ending Dates.

This contract shall be effective on [START DATE], or the date on which the contract has been signed by both parties, whichever is later and shall end on [END DATE].

B. Definitions.

1. Best Practices.

As used in this contract, the term best practices refers to practice that is generally accepted as a successful intervention currently believed to improve consumer outcomes. Evidence-based practices are a type of best practice that has been established and supported by scientific evidence. The terms "best practice" and "evidence-based practice" are often used interchangeably.

2. Developmental Disability.

As used in this contract, the term developmental disability shall be defined in a manner consistent with the definition of the term in the federal Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C. s. 6001(8).

3. Direct Services.

As used in this contract, the term direct service shall mean those services performed with the expenditure of federal developmental disabilities funds upon a person with a developmental disability, or a family member or guardian of such individual, which will enhance the support system for such person with a developmental disability.

4. Evidence-based Practice.

An evidence-based practice is an intervention for which there is consistent scientific evidence that it improves consumer outcomes.

C. Termination.

1. Termination at Will.

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

2. Termination Because of Lack of Funds.

In the event funds to finance this contract become unavailable, the Council may terminate the contract upon no less than twenty-four (24) hours notice, in writing, to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability of funds.

3. Termination for Breach.

This contract may be terminated by the Council for non-performance by the Provider upon no less than twenty-four (24) hours notice, in writing, to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Council's right to remedies at law or in equity, or to damages.

D. Governing Law.

This contract shall be governed by and construed in accordance with the laws of Florida. The venue for any legal action or other proceeding which might arise from this contract shall be Leon County, Florida.

E. Arbitration.

Any controversy or dispute which might arise between the Council and the Provider relating to this contract, its terms, or the enforcement thereof shall be settled by binding arbitration. The conduct of any such arbitration proceedings shall be in accordance with the Florida Arbitration Code, Ch. 682, Fla. Stat., except that the selection of an individual or individuals to serve as arbitrator shall be in the sole discretion of the Council.

F. Name, Mailing and Street Address of Payee.

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

PROVIDER NAME
ADDRESS

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

CONTACT PERSON
ADDRESS

G. Renegotiation or Modification.

Modification or amendment of any provision of this contract shall only be valid when reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established and subsequently identified in the Council's operating budget.

H. Notice and Contact.

1. The name, address and telephone number of the program manager for the Council for this contract is:

PROGRAM MANAGER NAME
124 Marriott Drive, Suite 203
Tallahassee, FL 32301
(850) 488-4180

2. The name, address and telephone number of the representative of the Provider responsible for administration of the program(s) under this contract is:

PROVIDER NAME
ADDRESS
PHONE

3. Notwithstanding the renegotiation or modification requirements set forth in Section III, Paragraph G, of this contract, different representatives may be designated by either party after execution of this contract by providing notice of the name and address of the new representative, in writing, to the other party by certified mail, return receipt requested. Said written notification, or a copy thereof, shall be attached to the originals and shall thereafter become a part of this contract.

I. All Terms and Conditions Included.

This contract, together with its exhibits and its attachments as referenced, Attachment I, II, III and Exhibits A, B, C, D, E, F, G, H, I and J, contain all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this XXX (XX) page contract, including its attachments, to be executed by their undersigned officials as duly authorized.

Provider: PROVIDER NAME

Florida Developmental Disabilities Council

Signed by:
Printed Name: PRINTED NAME

Title: TITLE

Date:

Signed by:
Printed Name: Debra Dowds

Title: Executive Director

Date:

Federal ID# (or SSN): FED ID#

Provider Fiscal Year Ending Date: FY END
DATE