

## Section 6: TERMS and CONDITIONS

## 1. Terms of Agreement

The contract resulting from this RFP will be in effect between approximately September 2011 and October 2012 (13 months). Funding for this contract period will not exceed \$75,000 of federal grant funds from FDDC. The Council reserves the right to negotiate with the bidder awarded the contract a final project budget and scope of work. FDDC may approve up to two continuation contracts for two subsequent twelve-month periods, based on the success or progress in meeting the project objectives during year 1 and each year thereafter during the initiative period. Projects funded for subsequent years may need to obtain funding from other sources, as Council funding may not be available at the same level as in year one.

A Match requirement is required in each proposal of not less than 33% of the total project costs, to be finalized as part of the negotiations process. Grantees must match \$1 for every \$3 requested to reach a 33% match of the total approved cost of the project. Documentation of 33% match of project expenses must be maintained. The match requirement may be satisfied by values placed on in-kind contributions or through grantee-incurred costs, or by a combination of the two. Not more than 50% of said Match requirement shall be "In Kind" match and not more than 5% of said Match requirement shall be volunteer time of individuals who are not grantee employees. Costs paid by other federal grants may not be used for match. The match must fund activities directly related to the project. Indirect cost is calculated on and cannot exceed ten percent (10%) of total salary and fringe benefits. *Note: To calculate the match share for the 33% required match, divide the amount of your request by three. Then, to calculate the total grant amount, combine the one-third figure with the dollars requested. (i.e., funds requested \$10,000 divide by 3 = match amount of \$3,333.33. \$10,000+\$3,333.33 =total project cost of \$13,333.33)*

## 2. Provider Performance

The provider's performance will be assessed and documented throughout the life of the contract by the contract manager. This assessment of the provider will be based upon the following: the quality of the deliverables and products produced; the implementation of provision of services as stipulated in the contract; compliance with all provisions of the contract; and the general performance of the provider in meeting the expectations of the contract manager and the Council, as well as the end result of the project.

At the conclusion of the contract, an overall assessment of the provider's performance relative to the contract will be conducted. If the performance assessment identifies serious inadequacies in adherence to contract requirements or in meeting performance expectations listed in the contract, the contract manager will notify the provider in writing and stipulate the improvements or corrective action(s) that need to be exhibited or accomplished in any subsequent contracts with the Council. This information will become a part of the provider's performance profile for use by other Council contract managers when assessing RFP proposals and when developing and implementing subsequent contracts with this provider.

Agencies, organizations and/or consultants who exhibit the same inadequacies in subsequent contracts with the Council, risk the Council invoking its right to prohibit sole sourcing with said provider for up to three years. A prohibition from sole sourcing and the documented provider performance assessment that led to this prohibition will be considered sufficient evidence of the provider's inability or unwillingness to perform and, in turn, exclude that provider from being awarded a contract through a Council RFP process, again for up to three years.

## 3. Default

Failure to perform according to this bid and/or resulting contract shall be cause for the organization to be found in default in which any and all procurement costs may be charged against the organization. Any

violations of these stipulations may also result in the contractor's name being removed from the FDDC's vendor mailing list.

#### **4. Unauthorized Aliens**

FDDC shall consider the employment by any contractor of unauthorized aliens a violation of section 274 A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

#### **5. Public Records**

Any material submitted in response to this RFP will become a public document pursuant to section 119.07, F.S. This includes materials which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to section 119.07, F.S.

#### **6. Trade Secrets**

FDDC will attempt to afford protection from disclosure of any trade secrets consistent with section 381.83, Florida Statutes. Any prospective vendor or offeror acknowledges however, that protections afforded by section 381.83, Florida Statutes are incomplete, and it is hereby agreed by the offeror that no right or remedy for damages arises there from.

#### **7. Sub-contracting**

The successful offeror may, only with **prior written approval** of FDDC, enter into written subcontracts for performance of specific services under the contract. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the offeror's response to this RFP. Prior to the effective date of any subcontract, provider must request and receive written approval from FDDC's contract manager. No subcontract that the offeror enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the offeror of any responsibility for performance of its duties. All payments to subcontractors shall be made by the offeror. No payment to the offeror will be processed until FDDC approves all subcontracts, in writing. The contract manager must approve all subcontractor agreements and any subsequent changes made to those agreements.

The offeror shall not engage, on a full- or part-time basis, anyone employed by the FDDC.

#### **8. Allowable Costs**

The following Office of Management and Budget Circulars are used as guidelines to determine allowable costs depending on the organizational structure of the entity submitting a proposal: (1) A-21 Cost Principles for Educational Institutions, (2) A-87 Cost Principles for State, Local and Indian Tribal Governments, and (3) A-122, Cost Principles for Non-Profit Organizations. Allowable costs pertaining to this RFP include costs such as:

1. Personnel salaries and benefits
2. Travel in accordance with Florida Statutes, regulations, and FDDC Policies
3. Other direct costs such as supplies, postage, copying, telephone, educational materials, etc.
4. Indirect cost is calculated on and cannot exceed ten percent (10%) of total salary and fringe benefits

All contractual costs will be negotiated with the FDDC contract manager and must be approved prior to contract execution.

### **9. Non-Allowable Costs**

In addition to the following list, see applicable cost principles as noted in Section 4.2 for additional unallowable costs:

1. Cash award to employees or ceremony expenditures
2. Penalty on borrowed funds or statutory violations or penalty for late/nonpayment of taxes
3. Entertainment
4. Organizational affiliations, fund raising, and public relations
5. Deferred payments to employees as a fringe benefit package
6. Severance pay and unearned leave
7. Purchase of equipment or furniture
8. Staff overtime pay
9. Supplanting of local, state, or federal funds
10. Acquisition of real property, building construction, alterations, renovations, or other capital improvements
11. Promotional Items

### **10. Invoicing and Payment of Invoices**

All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Contract resulting from this RFP will be either cost reimbursement or fixed price/fixed fee, depending on the types of services rendered.

One original invoice should be submitted for payment on resulting contract. All support documentation will be legible and copy ready. All submissions not in compliance with these guidelines will be returned to the offeror for re-submission.

Invoices will be processed only after acceptance of the deliverable is determined by FDDC and the contract manager signs the invoice. Disputed invoices will be returned to the successful offeror for correction.

The successful offeror shall submit the final invoice and all deliverables for payment to FDDC prior to termination of the contract. If the contractor fails to do so, all right to payment is forfeited, and the FDDC will not honor any request submitted after aforesaid time period.

All invoices will be in accordance with FDDC payment procedures and schedules.

### **11. Standard Contract**

FDDC's Standard Contract (Section 6: Terms & Conditions) contains all administrative, financial and non-programmatic terms and conditions usually mandated by federal or state statute and policy of FDDC. Use of this document is mandatory for contracts as it contains the basic clauses required in all contracts. The terms and conditions contained in the Standard Contract are non-negotiable.

**FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INCORPORATED****CONTRACT  
TERMS & CONDITIONS****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 07-01 (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 the contract section, 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 following provisions of each federal regulation, to the extent applicable; Department of Health and Human Services- 45 CFR, Part 16 -- Procedures of the Departmental Grant Appeals Board; 45 CFR, Part 30 -- Claims Collection; 45 CFR, Part 76 --Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement); 45 CFR, Part 80 -- Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964; 45 CFR, Part 81 -- Practice and Procedure for Hearings Under Part 80 of This Title; 45 CFR, Part 84 -- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance; 45 CFR Part 85 --Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Health and Human Services; 45 CFR, Part 86 - - Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefitting from Federal Financial Assistance; 45 CFR, Part 87 -- Equal Treatment for Faith-Based Organizations; 45 CFR, Part 91 -- Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance; 45 CFR, Part 92 -- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 45 CFR, Part 93 -- New Restrictions on Lobbying; 45 CFR, Part 97 -- Consolidation of Grants to the Insular Areas; 45 CFR, Part 100 -- Intergovernmental Review of Department of Health and Human Services Programs and Activities; 45 CFR, Part 1385 -- Requirements Applicable to the Developmental Disabilities Program; 45 CFR, Part 1386 -- Formula Grant Program.

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 E). 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. Where applicable, to include audit and record-keeping requirements in all approved subcontracts and assignments.
4. To maintain and file with the Council's contract manager such progress, fiscal and inventory reports as specified in The contract section, 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.
5. To provide a financial and compliance audit to the Council as specified below and to ensure that all related party transactions are disclosed to the auditor:

**PART I: FEDERAL AUDIT REQUIREMENTS**

This part is applicable if the provider is a State or local government entity, or nonprofit organization, and expends a total of \$500,000 or more in Federal Awards during its fiscal year. The determination of when a provider has "expended" Federal Awards is based on when the activity related to the award occurs. If no audit is required by this attachment, records must be available for review or audit by appropriate officials of the FDDC, or the federal agency.

The provider shall comply with the audit requirements contained in OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations, except as modified herein. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. The provider is responsible for the procurement of an independent auditor to conduct the audit required by this part. The provider is required to follow the auditor procurement standards specified in section .305, OMB Circular A-133, as revised. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment.

The provider shall fulfill the requirements relative to auditee responsibilities, financial statements, audit findings follow-up, and report submission as provided in sections .300, .310, .315, and .320 of OMB Circular A-133, as revised. This includes, but is not limited to , preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan. Such audits shall cover the entire organization for the organization's fiscal year. The reporting package shall include a schedule that discloses the amount of expenditures by contact number for each contract with department in effect during the audit period.

Compliance findings related to contracts shall be based on the contract requirements, including any rules, regulations, or statues referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the department shall be fully disclosed in the audit with reference to the department contract involved.

**PART II: FDDC AUDIT REQUIREMENTS**

If the provider (State or local government entity or non-profit) expends less than \$500,000 in Federal awards during its fiscal year, an audit in accordance with OMB Circular A-133 is not required. Audit costs for an A-133 audit are not allowable to this contract. Access to the records and financial statements are required by this contract. As part of the monitoring requirements for a pass-through entity in OMB Circular A-133, FDDC will require financial information, such as audited financial statements, management letters from the entity's auditors, and may perform site visits, or engage auditors to perform limited scope audits of this contract.

**PART III: SUBMISSION OF REPORTS**

For any of the above requirements, copies of the audit report and any management letter by the independent auditors required by this attachment shall be submitted within 9 months after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following, unless otherwise required by Florida Statutes:

- A. Lisa Taylor, CPA  
Florida Developmental Disabilities Council  
124 Marriott Drive, Suite 203  
Tallahassee, FL. 32301
- B. Submit to this address only those audits required by section 216.349, Florida Statutes:

The provider shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of five years from the date the audit is issued, unless extended in writing by the department.

**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 shall indemnify and hold harmless the Council, its officers, members, agents, employees and attorneys, from and against any and all third party claims, suits, causes of action, whether in equity or in law, judgments, debts, losses, damages, consequential or otherwise, and including attorneys' fees, costs and expenses, arising out of or relating to any act, action, neglect or omission by the Provider, its agents, employees or subcontractors during the performance, operation or failure to perform under this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any persons or tangible or intangible property. The indemnification shall include reasonable attorneys' fees and costs incurred by the Council, its officers, members, agents, employees and attorneys in the defense of any such claims, suits or causes of action.

2. Provider's obligation to indemnify 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 indemnify within seven (7) days after receipt of such notice by the Council, given by certified mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees, including reasonable attorneys' fees, related to this obligation and its enforcement by the Council, and the venue for any such action or other proceeding to enforce the terms of this provision, 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 this contract, and under terms & conditions Section C, where appropriate.

1. 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, agent, 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 and Logo**

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."

2. The Provider shall use the official Council logo and meet the requirements of the Council's Style Guide in all Council materials (as described in section R.1 "copy rights & rights to data") for public distribution. The Council's Style Guide can be accessed on the Council's website.

**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 The contract section, 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.

Any and all articles, technical papers, symposium papers, web design materials, products or other documents from the deliverables (hereby referred as "materials") produced and/or developed, as part of the deliverable requirements, under this contract, must have prior approval from the FDDC Program Manager and Communications Coordinator 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 official Council logo and sponsorship language as specified in Section P (See Section P, Sponsorship and Logo.)

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 materials 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 the Council's Style Guide. 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.

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. Florida Local Advocacy Councils (FLAC)

To the extent subject to F

LAC' oversight, the Provider will allow properly identified District FLAC 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 07-01 (Exhibit A), Report of Match Form, DDC Form 99-06 (Exhibit E), and programmatic reports by the due dates specified in the Method of Payment, The contract section, Section 1-h.

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 not later than 30 days after the contract ends.
- B. All written/textual materials (i.e., reports, studies, guides, media information, correspondence, memoranda, etc.) must be saved and submitted in applications that run under Microsoft Windows. The materials must be submitted in one of the following format; Microsoft Word (all versions) .doc, preferred.
- C. Graphic designs and layouts (i.e., those created for brochures, newsletters and other publications) should be submitted in the following format; InDesign, (.INDD). Video productions, audio recordings and PowerPoint presentations may be exempt from this requirement. Any exemptions from the approved format for delivery must be approved in advance by the Council.
- D. 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".

- E. A copy of all related media files, including video (.avi, .mov, etc.) and audio (.wav, .mp3, etc.) must also be submitted. They should be stored in a separate subdirectory called "media".
- F. Materials may be stored on various media depending on size, including: CD, DVD or portable storage device (flash drive).

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.

17. Equipment

- a. Equipment is defined as tangible non-expendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- b. All such property purchased under this contract shall be listed on the property records of the Provider. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
- c. All such property purchased under this contract shall be inventoried annually, and an inventory report shall be submitted to the Council along with the final expenditure report. A report of nonexpendable property shall be submitted to the Council's contract manager along with the expenditure report for the period it was purchased.
- d. Title (ownership) to all equipment acquired with funds from this contract shall vest with the Council upon completion or termination of this contract unless otherwise authorized in writing by the Council.
- e. At no time shall the Provider dispose of equipment purchased under this contract except with the permission of, and in accordance with instructions from the Council.
- f. A formal contract amendment, in accordance with the "Renegotiation or modification" section of this contract, Section III(G), is required prior to the purchase of any item of equipment not specifically listed in the approved contract budget.

18. Travel

- A. All travel will need to be in accordance with the Council's travel policy as identified below. Reimbursement rates may be lower than, but not exceed Council rates:

Approval to perform travel funded by the Florida Developmental Disabilities Council (FDDC) must have prior approval of the applicable Council staff and the Executive Director. Travelers are requested to submit reimbursement claims not more than ninety (90) days after completion of travel activity. Reimbursement requests submitted after 90 days of travel will not be reimbursed by FDDC. FDDC will not reimburse expenses reimbursed by another agency or entity and will periodically exchange reimbursement information with other agencies to ensure reimbursement of expenses is not duplicated.

**Meal Allowance**

The traveler will receive reimbursement of meals based on the departure and return time of a travel event. Such time criteria and meals allowances are identified below:

Meals	Depart Before	Return After	Allowance
Breakfast	8:00am	10:00am	\$10.00
Lunch	12:00pm	2:00pm	\$10.00
Dinner	4:00pm	8:00pm	\$20.00

**Lodging**

- A traveler may not claim expense for lodging for overnight travel within 30 minutes of his or her official headquarters or residence, unless he or she obtains prior approval of the Executive Director with written justification.
- Lodging expenses will be calculated on a travel day basis beginning on the day of departure, regardless of when such expenses are actually paid. No one will be reimbursed for more than one lodging expense during any travel day unless fully justified in writing.
- Hotel rooms exceeding \$129 per night require justification by the traveler and prior approval by the Executive Director.
- FDDC will pay room rate for only the traveler.

#### **Mode of Travel:**

Travel by automobile if the destination is within 300 miles is strongly encouraged. Individuals traveling via automobiles are encouraged to use rental cars. If a rental car is used, the state rate through AVIS should be requested. Other carriers may be used if AVIS vehicles are not available or if a lower rate can be obtained. Carpooling is encouraged. Individuals may use their personal automobile and shall be reimbursed at the IRS approved mileage rate.

#### **Airfare**

- Commercial air travel must be made by the most economical fare; early reservations are encouraged.
- All original receipts for travelers must be submitted with travel reimbursement form when requesting reimbursement.

#### **Rental Cars**

- Arrangements for rental cars must be made in advance by the traveler. Rental cars are to be used only for FDDC business. Renting a vehicle larger than class B (compact) requires justification by the traveler and prior approval by the Executive Director unless the car will be used to transport 3 or more individuals. Hybrid cars may be rented instead of compact car if cost effective.
- Travel in the destination location (in conjunction with commercial air travel)- Rental cars are permitted in the destination location (1) if the hotel is more than 5 miles from the airport, (2) if the hotel within 5 miles from the airport does not provide airport shuttle service, (3) to accommodate a disability or health condition, (4) other extenuating circumstances. A limited number of rental cars may be made available to provide transportation for Council members and staff for numbers 1 and 2 above.
- The original rental car receipt must be submitted with travel reimbursement form when requesting reimbursement.

#### **Mileage**

- All mileage from point of origin to point of destination and return, and when possible computed on the basis of the Official Road Map published by the State Department of Transportation.
- Vicinity and map mileage to conduct official business in the city of official headquarters or immediate vicinity will be reimbursed at a rate of \$.55 per mile (effective January 1, 2009) on an individual basis at the discretion of the employee's supervisor. This is the IRS approved rate for mileage.
- Mileage is allowed to the airport from actual point of origin when performing authorized travel.

#### **Incidental Expenses**

- Taxi Fare - Receipts are required for reimbursement
- Tolls - Receipts are required when tolls are in excess of \$3.00 per round trip
- Parking Fees - Receipts are required. Hotel and airport parking will be reimbursed using the lowest rate provided. Travelers may use parking requiring a higher rate but will be reimbursed at the lowest rate level. Valet parking is permitted for hotels only and only under the following conditions (1) as a

- disability or health condition accommodation, (2) to unload a large volume of cargo (limited to one day only), (3) if self-park would be unsafe, or (4) if self park is unavailable.
- Communication Expenses - A written statement must accompany communication expenses claimed for FDDC business only, i.e., monthly phone bill, photocopies or facsimile charges.
- Registration Fees and Related Charges - Registration fees for a convention or conference for which the traveler is authorized to attend are allowed. If any meals are included in the registration fee the traveler's meal allowance will be reduced, by the aforementioned meal rate, for each meal provided. Travelers are encouraged to seek the lowest registration prices via early registration.
- A portage cap of \$10.00 per round trip is allowed. Portage requested over \$10.00 per round trip will require a written explanation and approval of the executive director.
- Special Assistance Portage of \$10.00 per day is allowed, if accompanied by a written explanation, in cases of disability, injury, or medical necessity.
- Personal Care Attendant Fees are reimbursable up to limits prescribed in accordance with FDDC's Personal Care Attendant's Policy. FDDC's Invoice for Personal Care form is required to be completed and submitted in order to be reimbursed.

Adopted 7/96; 12/96  
 Amended 4/97  
 Amended 12/98  
 Amended 6/01  
 Amended 2/03  
 Amended 3/04  
 Amended 12/04

Amended 3/05  
 Amended 9/05  
 Amended 1/06  
 Amended 1/07  
 Amended 1/08  
 Amended 9/08  
 Amended 1/09

**B. Conference/Out-of-State Travel**

Prior authorization from the Council's contract manager is required to attend any conference or when traveling from Florida to another state. For conference travel a copy of the program or conference agenda must be included. Reimbursement shall be in accordance with the rates and procedures as set forth in the Travel Reimbursement Form, DDC Form 01-01.

**19. Personal Care Attendants Policy**

A council member or task force resource person may require personal care assistance, either for her/himself or for a family member, in order to travel on Council business. Council and task force members are encouraged to utilize other reimbursement options first, if they are available. However, reimbursement of expenses for travel on Council business are available and may include a personal care attendant (PCA), if necessary, and the costs reimbursed, as delineated below, following the Council's travel policy and procedures. FDDC will not reimburse expenses reimbursed by another agency or entity and will periodically exchange reimbursement information with other agencies to ensure reimbursement of expenses is not duplicated. Services of a personal care attendant will be arranged for and paid by the member receiving services. Family members may serve and be paid as a PCA.

**1. Payment**

Payment for services will be reimbursed to the member for a personal care attendant on an hourly basis, at the rate the member customarily pays, but not to exceed \$20 per hour or \$120 per 24-hour period. PCAs will not be reimbursed for hours not in attendance.

Documentation of services shall be presented on the Invoice for Personal Care and all documentation must be dated and signed by the individual rendering the services and also by the member.

**2. Car rental**

Car rental is for the accommodation of the board members. Rental cars must be available at all times for use of board members. Only the board member or PCA should drive rental cars.

**3. Property Damage**

Wanton damage to the property of the hotel, rental car/van or personal property by the PCA is the sole responsibility of the PCA.

4. PCAs shall sign off on a PCA agreement between the board/task force member once each year before reimbursement is made. This agreement shall reflect the expectations of the PCA and the requirements for payment as set forth in this policy.
5. PCA shall not bring family or friends with them when working.
6. **Other Personal Assistance Needs**  
Other necessary personal assistance, such as skilled nursing care, may also be needed for a family member to enable a council member or task force resource person to travel on Council business. The policies and expectations above would apply, if pertinent. If specialized personal assistance, such as skilled nursing care is necessary, these services will be paid at a rate not to exceed the State Medicaid rate for the Medicaid Waiver rate for that particular service.
7. A Council or task force member may get pre-approval from the Executive Director to exceed the payment limit, if there is a hardship or special circumstances.

### Expectations

Personal care attendants report directly to the member. Specific personal services for the individual member are not addressed here, but should be provided, according to the member's needs, at a level to allow the member to fully participate in the planned activity and be comfortable.

The Council expects members to assure successful participation by asking their PCA to:

1. Review travel arrangements to get a clear understanding of the trip; check for completeness for the member and the PCA, and be sure all the member's needs are accommodated; assist with preparation, as appropriate.
2. Review meeting agenda(s) and pre-arrange a schedule of services with the member.
3. Travel with the member using the mode of transportation chosen by the member and offer assistance as necessary, and follow all rules of the company offering the transportation.
4. Act as liaison with the hotel to assure the comfort of the member, and be on hand to assist the member in his/her room. Sleeping rooms must be shared or connecting, as appropriate. Hotel rules, including smoking rules, must be obeyed. (Council staff will be on-site to work with the hotel only for quarterly council and/or task force meetings.)
5. Assist members with paperwork, drinks, meals, equipment, breaks, etc. during meetings. If a member chooses to excuse an attendant from the business portion of the meeting, the attendant should be sure the member is settled in the meeting room, return periodically to check on the member, attend during meals, meet the member immediately after the meeting, and be immediately available to the member at all times.

(Adopted June 17, 2005  
Amended September 18, 2008)

### 20. Provider Performance

The provider's performance will be assessed and documented throughout the life of the contract by the contract manager. This assessment of the provider will be based upon the following: the quality of the deliverables and products produced; the implementation of provision of services as stipulated in the contract; compliance with all provisions of the contract; and the general performance of the provider in meeting the expectations of the contract manager and the council, as well as the end result of the overall project.

At the conclusion of the contract, an overall assessment of the provider's performance relative to the contract will be conducted. If the performance assessment identifies serious inadequacies in adherence to contract requirements or in meeting performance expectations listed in the contract

section, the contract manager will notify the provider in writing and stipulate the improvements or corrective action(s) that need to be exhibited or accomplished in any subsequent contracts with the council. This information will become a part of the provider's performance profile for use by other Council contract managers when assessing RFP/ITN proposals and when developing and implementing subsequent contracts with this provider.

Agencies, organizations and/or consultants who exhibit the same inadequacies in subsequent contracts with the Council, risk the Council invoking its right to prohibit sole sourcing with said provider for up to three years. A prohibition from sole sourcing and the documented provider performance assessment that led to this prohibition will be considered sufficient evidence of the provider's inability or unwillingness to perform and, in turn, exclude that provider from being awarded a contract through a Council RFP/ITN process, again for up to three years.

21. Budget

The Provider must adhere to the approved project budget. Changes may be made to the budget with prior approval from the FDDC contract manager. Unspent funds within a particular line item may be moved to another line item with prior approval from the FDDC contract manager.

**S. 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.

**T. 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.

**U. 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.

**V. Arbitration.**

a. 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.

**W. Payment Schedule/Invoice Requirements**

- a. This is a cost reimbursement contract. The Provider shall request payment through submission of a properly completed invoice, DDC Form 07-01 (Exhibit A).
- b. Payments may be authorized only for allowable expenditures on the invoice that are in accordance with Exhibit A. The expenditures for which payments is requested may not either by themselves, or cumulatively, exceed the total amount authorized by this contract.
- c. Payment will be contingent upon submission of the required deliverables based on the payment schedule as specified in The contract section.
- d. In the event that the quality of the deliverable submitted by the provider is insufficient, that the services are not provided as stipulated in The contract section, or there is a violation of any provision of this contract, the program manager will provide a notice, in writing, stipulating the corrective action(s) to be taken by the provider. This notice will be sent to the provider, by certified mail, and the provider will have fifteen (15) days, after receipt of this notice, to submit the corrective action(s) for reconsideration.
- e. The Council reserves the right to authorize payment in an amount that is less than the amount stipulated in the payment schedule, when the Council determines that the quality of the corrected deliverable submitted by the provider is insufficient, that the services are not provided as stipulated in The contract section, or there is a violation of any provision of this contract. Reduced payment options will be negotiated on a case by case basis and the Council reserves the right to final approval of payment.
- f. All contract payments shall be processed only upon approval of the contract monitor and program manager.