

COMMUNITY COORDINATED CARE FOR CHILDREN, INC.

STANDARD CONTRACT

This **STANDARD CONTRACT** is entered into between **Community Coordinated Care for Children, Inc.**, hereinafter referred to as **4C**, and _____ hereinafter referred to as **CONTRACTOR**.

The provisions of this **STANDARD CONTRACT** and **ADDENDUM** prevail over any conflicting provisions contained in **ATTACHMENT(S)**.

This **STANDARD CONTRACT**, **ADDENDUM** and **ATTACHMENT(s)** constitutes the entire contract between the parties and shall supersede, replace and nullify any and all prior agreements, contracts or understandings written or oral, relating to the matters set forth herein, and any such prior agreements, contracts or understandings shall have no force or effect whatever on this **CONTRACT**, **ADDENDUM** and **ATTACHMENT(s)**.

The Parties Agree:

I. CONTRACTOR Agrees:

A. To provide _____ services in accordance with the conditions specified in **STANDARD CONTRACT**, **ADDENDUM**, and **ATTACHMENT(S)**.

B. To requirements of section 287.058, Florida Statutes (F.S.)

1. To provide units of deliverables, including reports, findings, and drafts as specified in **ATTACHMENT(S)**, to be received and accepted by **4C** Purchasing/Contracts Specialist prior to payment.
2. To comply with the criteria and final date by which criteria must be met for completion of this contract as specified in Section III, Paragraph A of this contract.
3. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
4. ~~Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, F.S. 4C may, if specified, establish rates lower than the maximum provided for in section 112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by CONTRACTOR in conjunction with this contract. It is expressly understood that CONTRACTOR refusal to comply with this provision shall constitute an immediate breach of this contract.~~

C. To the following Governing Law

1. **State of Florida Law**

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. **Federal Law**

- a. If this contract contains federal funds, **CONTRACTOR** shall comply with provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified.
- b. **Clean Air Act:** If this contract contains federal funds and is over \$100,000 **CONTRACTOR** shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), section 508 of the Clean Air Act, as amended (33 U.S.C.1368 et seq.), Executive order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). **CONTRACTOR** shall report any violations to **4C**.
- c. **Certification Regarding Lobbying:** If this contract contains federal funding in excess of \$100,000, **CONTRACTOR** must, prior to contract execution, complete the Certification Regarding Lobbying form. If a disclosure of Lobbying Activities form, Standard form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to **4C's** Purchasing/Contracts Coordinator.
- d. **Immigration and Naturalization Act:** To not employ unauthorized aliens. **4C** shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for the unilateral cancellation of this contract by **4C**.
- e. **Pro-Children Act of 1994:** To comply (**CONTRACTOR** and any subcontractors) with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services, including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- f. **Health Insurance Portability Accountability Act (HIPAA):** To comply, where applicable, with the Health Insurance Portability Accountability Act (HIPAA), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, 164).
- g. **Contract Work Hours and Safety Standards Act:** To comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with section 102 and 107 of this act.
- h. **Equal Employment Opportunity:** To comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and is supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, Part 60 and 45 CFR, part 80 if applicable. The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 29 CFR Part 471, Appendix A to Subpart A (EO13496), and the implementing rules and regulations of the Office of Federal Contract Compliance programs (41 CFR, Chapter 60) are incorporated herein.
- i. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- j. **Debarment and Suspension (E.O.'s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- k. **Trafficking Victims Protection Act of 2000, 22 U.S.C 7104(g):** In accordance with the Terms and Conditions of the United States Health and Human Services Administration for Children and Families Child Care and Development Fund, 4C shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In 4C's contract (i.e. grant or cooperative agreement) under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires 4C to include a condition that

authorizes 4C to terminate the contract, without penalty, if **CONTRACTOR** (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the contract or subcontract(s) under the Contract.

- l. **Immigration Reform and Control Act.** **CONTRACTOR** shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.
- m. **Title VI of the Civil Rights Act of 1964** as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- n. **Title IX of the Education Amendments of 1972** as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs.
- o. **The Age Discrimination Act of 1975** as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- p. **Section 504 of the Rehabilitation Act of 1973** as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
- q. **Title III of the Americans with Disabilities Act of 1990**, 42 U.S.C. 12181 et seq., which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.
- r. **Equal Treatment for Faith-Based Organizations.** Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- s. **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, **CONTRACTOR** shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar

amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- t. **Energy Efficiency:** **CONTRACTOR** shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- u. **Office of Management and Budget (OMB) Circulars:** **CONTRACTOR** shall comply with all applicable OMB circulars. Nonprofit sub recipients are subject to the cost principles at OMB Circular A-122; educational institution sub recipients are subject to those at OMB Circular A-21; and commercial organization vendors or subcontractors are subject to the cost principles under 48 CFR Part 31. Sub-recipients and sub-grantees are also subject to the provisions of OMB Circular A-133.
- v. **Codes of Conduct.** **CONTRACTOR** shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements. However, **CONTRACTOR** may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the contractor.
The intent of the Contract is to protect the integrity and to retain qualified contractors without creating barriers.
- w. **Criminal Background Check.** **CONTRACTOR** shall comply with mandatory standards and policies for Level II criminal background screenings as required by applicable regulations and attest to 4C its compliance.
- x. **Procurement of Recovery Material:** **CONTRACTOR** must comply with State Las 2 CFR 200.322, of the Environmental Protection Agency (EPA). **CONTRACTOR** must provide service/materials that is highly recoverable.

D. To Prepare for and Maintain Audits, Records, and Records Retention

1. To establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principals and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by 4C under this contract. Public access is available for all transactions of business in accordance with the standards of Chapter 119. F.S.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract
3. That upon completion or termination of the contract and at the request of 4C, **CONTRACTOR** will cooperate with 4C to facilitate the duplication and transfer of any said reports or documents during the required retention period as specified in Section I, paragraph D, 2, above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, State or other personnel duly authorized by 4C.
5. That persons duly authorized by 4C and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of **CONTRACTOR**'s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained,
6. ~~To provide a financial and compliance audit to 4C as specified, and to ensure that all related party transactions are disclosed to the auditor.~~
7. ~~To include these aforementioned audit and record keeping requirements in all approved contracts and assignments.~~

E. Monitoring by 4C

To permit persons duly authorized by 4C to inspect any records, papers, documents, facilities, goods and services of **CONTRACTOR**, which are relevant to this contract, to assure 4C of satisfactory performance of the terms and conditions of this contract. Following such evaluation 4C will deliver to **CONTRACTOR** a written report of its findings and will include written recommendations with regard to **CONTRACTOR**'s performance of the terms and conditions of this contract. **CONTRACTOR** will correct all noted deficiencies identified by 4C within the specified period of time set forth in the recommendations. **CONTRACTOR**'s failure to correct noted deficiencies may, at the sole and exclusive discretion of 4C, result in any one or any combination of the following: (1) **CONTRACTOR** being deemed in breach of this contract; (2) the withholding of payments to **CONTRACTOR** by 4C; and (3) the termination of this contract, for cause.

F. Indemnification

NOTE: Paragraphs I.F.1 and I.F.2 are not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, F.S.

1. **CONTRACTOR** shall be liable for and shall indemnify, defend, and hold harmless **4C** and all of its officers, agents, and employees from all claims, suits, judgments, or damages consequential or otherwise and including attorneys' fees and costs, to the extent caused by any act, actions, neglect, or omissions by **CONTRACTOR**, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. **CONTRACTOR's** inability to evaluate liability or its evaluation of liability shall not excuse **CONTRACTOR's** duty to defend and indemnify within seven (7) days after such notice by **4C** is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding **CONTRACTOR** not liable shall excuse performance of this provision. **CONTRACTOR** shall pay all costs and fees related to this obligation and its enforcement by **4C**. **4C's** failure to notify **CONTRACTOR** of a claim shall not release **CONTRACTOR** of the above duty to defend.

G. Insurance

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. To provide proof of current Workers' Compensation insurance as required by law on all parties working for **CONTRACTOR**, whether as employees, leased employees, temporary laborers, or sub-contractors on job site. List of employees, leased employees, temporary laborers, or sub-contractors on site, insured with workers compensation must be updated as necessary.
2. Upon execution of this contract, unless it is a state agency or subdivision as defined by section 768.28, F.S., **CONTRACTOR** accepts full responsibility of identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for **CONTRACTOR** and the clients to be served under this contract.
3. Insurance coverage may be provided by a self insurance program established and operating under the laws of the State of Florida. **4C** reserves the right to require additional insurance, where appropriate.
4. Insurance coverage and workers compensation coverage that is acceptable to **4C** shall be maintained by **CONTRACTOR**. Workers Compensation must be no less than the Florida Statutory limits of **500,000/100,000/500,000** per incident. Proof of such insurance shall be provided to **4C**, prior to commencement of the work, by

CONTRACTOR's insurers or insurance agents on an **ACORD** certificate listing **4C** as an additional insured.

H. Safeguarding Information

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

I. Assignments and Subcontractors

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of **4C**, which shall not be unreasonably withheld. Any sublicense, assignment or transfer otherwise occurring shall be null and void.
2. **CONTRACTOR** shall be responsible for all work performed and all expenses incurred with this contract. If **4C** permits **CONTRACTOR** to subcontract all or part of the work completed under this contract, including entering into contracts with vendors for services and commodities, it is understood by **CONTRACTOR** that **4C** shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and **CONTRACTOR** shall be solely liable of the subcontractor for all expenses and liabilities incurred under this contract. **CONTRACTOR**, at its expense will defend **4C** against such claims.
3. **4C** shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another agency incorporated in the State of Florida, upon giving writer notice to **CONTRACTOR**. In the event **4C** approves transfer of **CONTRACTOR's** obligations, **4C** is no longer responsible for the services performed in connection with this contract. In addition, this contract shall bind the successors, assignors, and legal representatives of **CONTRACTOR** and of any legal entity that succeeds to the obligations of **4C**.
4. ~~**CONTRACTOR** shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant and a copy must be forwarded to **CONTRACTOR's** contract manager. **4C's** contract manager will assist in furnishing names of qualified minorities. **4C's** contract manager will assist with questions and answers.~~
5. Unless otherwise stated in the contract between **CONTRACTOR** and the subcontractor, payments made by **CONTRACTOR** to the subcontractor must be within seven (7) working days after receipt of full or partial payment from **4C** in accordance with Section 287.0585, F.S. Failure to pay within seven (7) working days will result in a liquidated damages charge charged against **CONTRACTOR**

and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed (15) percent of the outstanding balance due. Such liquidated damages charge is a reasonable estimate of the actual damages incurred as a result of failure to pay on time.

J. Return of Funds

To return to 4C any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that was disbursed to CONTRACTOR by 4C. In the event that CONTRACTOR or its independent auditor discovers that overpayment has been made, CONTRACTOR shall repay said overpayment within forty (40) calendar days without prior notification from 4C. In the event that 4C first discovers an overpayment has been made, 4C will notify CONTRACTOR by letter of such a finding. If repayment not be made in a timely manner, 4C may charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, F.S., an employee of CONTRACTOR who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE); report online at <http://reportabuse.dcf.state.fl.us/> or fax the report to 800-914-0004.

L. Transportation Disadvantaged

~~If clients are to be transported under this contract, CONTRACTOR will comply with the provisions of Chapter 427, F.S. and Rule Chapter 41-2, FAC.~~

M. Purchasing

~~**Procurement of Materials with Recycled Content:** It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of Sections 403.7065, and 287.045, F.S. (Also see Section I, C. 2. g.)~~

~~**Purchase of American-Made Equipment and Products:** CONTRACTOR assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.~~

N. Independent Capacity of CONTRACTOR

1. In the performance of this contract, it is agreed between the parties that CONTRACTOR is an independent contractor and that CONTRACTOR is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of 4C.

2. **CONTRACTOR**, its officers, agents, employees, subcontractors, or assignees, in performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of **4C**. Nor shall **CONTRACTOR** represent to others that it has other compensation of **4C** employment as a result of performing the duties and obligations of this contract.
3. Neither **CONTRACTOR**, its officers, agents, employees, subcontractors, nor assignees are entitled to **4C** retirement or leave benefits, or to any other benefits of **4C** employment as a result of performing the duties and obligations of this contract.
4. **CONTRACTOR** agrees to take such actions as may be necessary to require that each subcontractor of **CONTRACTOR** will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of **4C**.
5. Unless justified by **CONTRACTOR** and agreed to by **4C**, **4C** will not furnish services of support (e.g. office space, office supplies, telephone service, secretarial, or clerical support) to **CONTRACTOR**, to its subcontractor or assignee.
6. All deductions for social security, withholding taxes, contributions to unemployment compensation funds, and all necessary insurance for **CONTRACTOR**, **CONTRACTOR**'s officers, employees, agents, subcontractors, or assignees shall be the responsibility of **CONTRACTOR**.

O. Sponsorship

~~As required by Section 286.25, FS, if **CONTRACTOR** is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by **CONTRACTOR** and the State of Florida, (include state agency/department name, if applicable)*. If the sponsorship reference is in written material, the words *State of Florida, (include state agency/department name, if applicable)* shall appear in the same size letters or type as the name of the organization.~~

P. Final Invoice

To submit the final invoice for payment to **4C Accounts Payables Department** no more than thirty (30) days after the contract ends or is terminated. If **CONTRACTOR** fails to do so, all rights to payment are forfeited and **4C** will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the contract may be withheld until all reports due from **CONTRACTOR** and necessary adjustments thereto have been approved by **4C**.

Q. Use of Funds for Lobbying prohibited

To comply with the provisions of Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, Judicial branch, or a state agency.

R. Public Entity Crime and Discriminatory Vendor

1. Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with 4C: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (\$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
2. Pursuant to Section 287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the agency. When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (\$35,000) for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. Although 4C is not considered a public entity for the purpose of this contract, state funds may be used by 4C to fund this contract, therefore all provisions associated with section R of this contract are applicable.

S. Patents, Copyrights, and Royalties

1. ~~If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, CONTRACTOR shall refer the discovery or invention to 4C to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida or other applicable entity. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida or other applicable entity, including 4C.~~

2. ~~In the event that books, manuals, films, or other copyrightable materials are produced, CONTRACTOR shall notify 4C to be referred to the Department of State, if applicable. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida or other applicable entity, including 4C.~~
3. ~~CONTRACTOR, without exception, shall indemnify and save harmless 4C and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by CONTRACTOR. CONTRACTOR has no liability when such claim is solely and exclusively due to the Department of State or 4C's alteration of the article. 4C and/or State of Florida, if applicable, will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, CONTRACTOR may, at its option and expense, procure for 4C and/or Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If CONTRACTOR uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in this work.~~

T. Purchase, Construction or Renovation of Facilities Using State or Federal Funds

1. ~~Any State, Federal or 4C funds provided for the purchase of or improvements to real property are contingent upon CONTRACTOR granting to the state, federal government and/or 4C a security interest at least to the amount of the state, federal or 4C funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state, federal or 4C funding for this purpose, CONTRACTOR agrees that, if it disposes of the property before 4C's interest is vacated, CONTRACTOR will refund the proportionate share of 4C's, state and/or federal government's initial investment as adjusted by depreciation.~~
2. **Davis Bacon Act:** Any and all construction or renovation using 4C's state or federal funds will be done in compliance with the **Davis-Bacon Act**, thus assuring all workers are paid according to the current prevailing wage for the county in which the work is being done. Documentation and certifications for wages must be provided with each draw request. 4C will have the right to conduct periodic audits on said payrolls. This contract is subject to the Davis Bacon Act.
3. **CONTRACTOR** and subcontractors of **CONTRACTOR** are required to pay covered workers weekly and submit weekly certified payroll records to 4C. **CONTRACTOR** is also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

4. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

U. **Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or subcontract exceeds \$100,000. Refer to the HHS rule requirements if the contract or subcontract exceeds \$100,000.

V. **Information Security**
CONTRACTOR shall maintain confidentiality of all data, files, and records, including client records relating to the services provided, pursuant to this agreement and shall comply with the state and federal laws, including, but not limited to Sections 384.29, 381.004, 392.65, and 456.057 F.S. Procedures must be implemented by **CONTRACTOR** to ensure the protection and confidentiality of all confidential matters. **CONTRACTOR** must also comply with any applicable standards of practice with respect to client confidentiality.

II. **4C Agrees:**

A. **Contract Amount:**

To pay for _____ services in accordance to the Contract and **ATTACHMENT(s)**. The cost for services as outlined in this Contract and as referenced in **ATTACHEMENT #1** shall not exceed \$_____.

B. **Contract Payment:**

4C's performance and obligation to pay under this contract are contingent upon an annual award of funding from local, state and/or federal entities. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

4C has thirty (30) working days from the invoice date to inspect and approve goods and services, unless the bid specification, Purchase Order, or this contract specifies otherwise.

Invoices returned to **CONTRACTOR** due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to **4C**.

III. CONTRACTOR and 4C Mutually Agree:

A. Effective and Ending Dates

This contract is effective from _____ through to _____. **4C** will have the option to renew this contract for two (2) additional one year terms, upon written request and execution by both parties prior to expiration of the initial term and each term thereafter. Each renewal term shall begin as follows:

Renewal Option #1
Renewal Option #2

B. Termination

Termination at will

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

2. Termination Because of Lack of Funds

In the event funds to finance this project become unavailable, **4C** may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to **CONTRACTOR**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. **4C** shall be the final authority as to the availability and adequacy of _____ funds. In the event of termination of this contract, **CONTRACTOR** will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for either parties' non-performance upon no less than *twenty-four (24) hours* notice in writing to the other party. If applicable, **4C** may employ the default provisions in Chapter 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit either parties' right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with **4C** in a manner satisfactory to **4C** will be sufficient cause for termination. To be terminated as a provider under this provision, **CONTRACTOR** must have: (1) previously failed to satisfactorily perform in a contract with **4C**, been notified by **4C** of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of **4C**; or (2) had a contract terminated by **4C** for cause.

C. Request for Quote

CONTRACTOR will diligently, conscientiously and competently uphold and perform the promises and representations made in their response to Request for Quotes for goods/services.

D. Renegotiation or Modification

Modifications of provisions of this contract shall be valid when they have been produced in writing and duly signed by both parties.

E. Venue for Disputes

Venue for the interpretation and enforcement of this agreement and for the resolution of any disputes shall lie only in **Orange County, Florida**.

F. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Florida.

G. Mediation

All controversies, claims, and other matters in question between the parties arising out of or relating to this contract or its breach shall be settled as follows:

1. The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve this matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from mediation upon written notice to the other party and pursue other legal remedies.
2. Mediation: "Mediation" is a process in which the parties attempt to resolve a dispute by submitting their dispute to an impartial mediator who facilitates the resolution by mediation of the dispute, but who is not empowered to impose settlement on the parties. The mediation will be conducted in accordance with mediation provisions of Chapter 44, Florida Statutes.
3. The mediator will be a mediator certified by the State of Florida Supreme Court in compliance with Chapter 44, Florida Statutes. The parties will equally divide the mediation fee, if any.
4. Should the **CONTRACTOR** elect to bypass mediation, early termination with payment of the assessed fee for damages shall be enforced.

H. Corrective Action and Financial Penalties and Consequences

In accordance with the Provisions of Section 65-29.001, F.A.C., and Florida Statute 287.058 financial penalties and consequences may be required for noncompliance, nonperformance, or unacceptable performance under this contract. **4C** may

periodically review the progress made on the scope of services listed in this contract. Penalties may be imposed for failures to implement or to make acceptable progress on performance under this contract.

- a. The increments of penalty imposition that shall apply, unless 4C determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a penalty.
- b. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the contracted services performed under the contract terms.
- c. **CONTRACTOR** shall not reduce the amount or quality of services being delivered to 4C as a result of the imposition of a financial penalty pursuant to this contract.
- d. The deadline for payment shall be as stated in the order imposing the financial penalty and in the event of non-payment 4C may deduct the amount of the penalty from any invoice(s) submitted by **CONTRACTOR**.
- e. Failure to meet the terms of the Contract and to meet the agreed upon terms of resolution shall result in termination of the Contract. In the event of litigation arising from this Contract, the prevailing party shall be entitled to recovery of its reasonable attorney fees and costs.

I. Official Payee and Representatives (Name, Addresses and Telephone Numbers)

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

Company Name
Address
City, State, Zip Code

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

Name, Title
Company Name
Address
City, State, Zip Code
Phone: () - -
Fax: () - -

2. The name, address and contact information of **4C** Purchasing/Contracts Coordinator for this contract is:

_____, **Purchasing/Contracts Coordinator**
Community Coordinated Care for Children, Inc.
3500 West Colonial Drive
Orlando, FL 32808
O: (407) 532- ____
F: (407) 445- ____

_____@4cflorida.org

3. The name, address, and telephone number of **4C** representative responsible for administration of the services under this contract is:

Name, Title
Community Coordinated Care for Children, Inc.
3500 West Colonial Drive
Orlando, FL 32808
O: (407) 532- ____
F: (407) ____ - ____
E-mail Address

5. The name and address where **CONTRACTOR**'s invoice(s) must be submitted is:

Community Coordinated Care for Children, Inc.
Att: Accounts Payable Department
3500 West Colonial Drive
Orlando, FL 32808
Email: cap@4cflorida.org

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

Notices required to be given to **CONTRACTOR** shall be given to:

Name, Title
Company Name
Address
City, State, Zip Code

Notices required to be given to **4C** shall be given to:

_____, Purchasing/Contracts Coordinator
Community Coordinated Care for Children, Inc.

3500 W. Colonial Drive
Orlando, FL 32808

J. All Terms and Conditions Included

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

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

In Witness Whereof, Community Coordinated Care for Children, Inc. (4C) has caused this 18 page Standard Contract, Addendum and Attachment(s) to be executed by its duly authorized official.

Community Coordinated Care for Children, Inc. (4C)

Signed by: _____ Date: _____
Patricia E. Frank, President/CEO

In Witness Whereof, _____, (CONTRACTOR) has caused this 18 page Standard Contract, Addendum and Attachment(s) to be executed by its duly authorized official.

Company Name

Signed by: _____ Date: _____
Print Name: _____
Print Title: _____

4C Initials _____
CONTRACTOR Initials _____