

FLORIDA DEPARTMENT OF ELDER AFFAIRS
Standard Purchase Order Terms & Conditions
(Special Conditions)

Section 1. Purchase Order

A. Composition and Priority

The Contractor or its subcontractor if Contractor is a reseller (hereinafter “Contractor”), identified in the Purchase Order and any attachments thereto, agrees to provide commodities or contractual services to the Department within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, including Attachments A, B, and C incorporated by reference into this Purchase Order, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000, the MyFloridaMarket Place Purchase Order Terms and Conditions, and any other attachments to the Purchase Order which purport to take precedence. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

This Purchase Order is a Contract as defined by Rule 60A-1.001(2), Florida Administrative Code (F.A.C.). Hereinafter, Purchase Order and contract mean Contract and may be used interchangeably. BY ACCEPTANCE OF THIS PURCHASE ORDER, THE CONTRACTOR HEREBY AGREES TO ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND ATTACHMENT(S). FAILURE OF THE CONTRACTOR TO REJECT ANY TERMS AND CONDITIONS IN WRITING WITHIN TEN (10) CALENDAR DAYS SHALL CONSTITUTE ACCEPTANCE. Acceptance also occurs upon the Contractor's commencement of performance, delivery of any commodity, or submission of any invoice, whichever occurs first. Any preprinted terms and conditions appearing on the Contractor's forms, quotations, acknowledgments, packing slips, or invoices are rejected and are null and void.

B. Initial Term

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date unless Term is otherwise specified in the attachments hereto.

Section 2. Performance

A. Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Department shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Department, or of other agencies involved in the project on behalf of the Department.

B. Performance Deficiency

If the Department determines that the performance of the Contractor is unsatisfactory, the Department may notify the Contractor of the deficiency to be corrected, which correction shall be made within a timeframe specified by the Department. The Contractor shall provide the Department with a corrective action plan describing how the Contractor will address all issues of Purchase Order non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or Purchase Order non-compliance. If the corrective action plan is unacceptable to the Department, the Contractor will be assessed a non-performance retainage equivalent to ten (10) percent of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Department for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

C. Contractor Responsibilities

The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Purchase Order shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Purchase Order must comply with all security and administrative requirements of the Department. The Department may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Department may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Department's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Purchase Order. The Department may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

D. Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Department expressly waives such secondary liability. The Department may assign the Purchase Order with prior written notice to the Contractor.

E. Damages to State Property

Any damages to state property, including buildings, furnishings, fixtures, equipment, and grounds, caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Department. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

F. Independent Contractor

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Department. The Contractor agrees to include this provision in all its subcontracts under the Purchase Order.

G. Department Rights to Undertake or Award Supplemental Contracts

The Contractor agrees that the Department may undertake or award supplemental contracts for work related to the Purchase Order. The Contractor and its subcontractors shall cooperate with such other contractors and the Department in all such cases.

Section 3. Payment and Fees

A. Payment

The Contractor will be paid upon submission of properly certified invoice(s) to the Department after delivery and acceptance of commodities or contractual services is confirmed in writing by the Department.

B. Invoicing

Invoices may be submitted electronically to the Department's designated Contract Manager, as identified in this Purchase Order. The Contractor acknowledges that the Department's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

C. Invoices, Continued

All invoices shall be processed in accordance with Section 215.422, Florida Statutes (F.S.), and Chapter 69I-24, Florida Administrative Code (F.A.C.), upon receipt of a proper invoice and approval and inspection of goods or services. The Department shall record the date of receipt of an invoice on the date on which a proper invoice is first received at the place designated by the Department. Approval and inspection of goods or services shall take

no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. Invoices must be legible and shall contain the items below in detail sufficient for a proper audit.

- The invoice number
- The date of the invoice
- “Bill To” information, including address
- The vendor’s name and payment remittance address
- The purchase order number
- The Contractor’s Federal Employer Identification Number (FEIN)
- Date(s) of service (beginning date – ending date)
- Invoices for commodities must provide a clear description of the item(s), number of units and cost per unit. Numerical code descriptions alone will not be accepted.
- Invoices for services must provide a clear description of the specific deliverables that must be provided and accepted prior to payment.
- Invoices for fixed unit rate agreements must show the number of units and cost per unit.
- Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period (e.g. quarterly, monthly, etc.) must identify the deliverables provided.

D. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve goods and services, unless applicable solicitation specifications or this Purchase Order specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved a separate interest penalty as described in Section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar (\$1.00) will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services pursuant to section 215.422(7), F.S., to act as an advocate for vendors experiencing problems obtaining timely payment. Current contact information for the Vendor Ombudsman and the Department of Financial Services Consumer Hotline is available on the Department of Financial Services website.

E. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee at the rate prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law, on the total amount of the payments received from the State or Eligible Users. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

F. MyFloridaMarketPlace Registration and Exemptions

All vendors must register with MyFloridaMarketPlace pursuant to Rule 60A-1.033, F.A.C., regardless of any particular transaction being exempt from the Transaction Fee. Additional information is available, and registration may be completed at the MyFloridaMarketPlace website. All transactions, unless exempt pursuant to Rule 60A-1.031(6), F.A.C. shall be assessed the Transaction fee.

G. Payment Audit

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Department upon request at all times during the period of the Purchase Order, and for a period of three years

thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department for audit.

H. Annual Appropriation

Pursuant to Section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this Purchase Order is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Purchase Order and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Department shall be the final authority as to the availability of funds for this Purchase Order, and as to what constitutes an "annual appropriation" of funds to complete this Purchase Order. If such funds are not appropriated or available for the agreed-upon purpose, such event will not constitute a default on behalf of the Department or the State. The Department's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

I. Travel

Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with Section 112.061, F.S.

J. Automated Clearing House (ACH)

To make transaction fee payments, contractors can register for debit ACH by downloading the ACH form from the MyFloridaMarketPlace vendor forms page on the Department of Management Services website. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services (DMS) to process. Note: Registering for ACH can take up to fourteen (14) days.

K. Electronic Funds Transfer (EFT)

The Department strongly encourages the Contractor to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Purchase Order. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page of the Department of Financial Services website. Once enrolled, invoice payments will be made by EFT.

L. Return or Recoupment of Funds – Overpayments to Contractor

The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Purchase Order that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Contractor in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest established pursuant to Subsection 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Contract Manager and made payable to "Florida Department of Elder Affairs."

M. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance

If the Contractor's non-compliance with any provision of the Purchase Order results in additional cost or monetary loss to the Department or the State of Florida, the Department can recoup that cost or loss from monies owed to the Contractor under this Purchase Order or any other contract between the Contractor and the Department. In the event that the discovery of this cost or loss arises when no monies are available under this Purchase Order or any other contract between the Contractor and the Department, the Contractor will repay such cost or loss in full to the Department within thirty (30) days of the date of notice of the amount owed, unless the Department agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Department, the Department shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

N. Cost Reimbursement Payments

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures, and, where federal funds are involved, the cost principles at 2 C.F.R. Part 200, Subpart E.
- ii. **Invoices and Deliverables.** Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Purchase Order budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Contractor met the minimum performance standards established in the Purchase Order.
- iii. **Required Documentation.** The Department is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Department is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Purchase Order budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Department may require more detailed documentation as deemed appropriate to satisfy that the terms of the Purchase Order have been met. Listed below are types and examples of their supporting documentation:
 - a. **Salaries.** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
 - b. **Tuition.** If the Department determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Purchase Order dates of service. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
 - c. **Fringe Benefits.** To the extent the Department determines fringe benefits are allowable, reimbursement must be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Purchase Order specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - d. **Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits. **Travel.** To the extent the Department determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
 - e. **Other Direct Costs.** To the extent the Department determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
 - f. **In-House Charges.** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
 - g. **Indirect Costs.** To the extent the Department determines that indirect costs are allowable, and the Purchase Order specifies that indirect costs will be paid based on a specified rate, then the

calculation should be provided in the Purchase Order's budget breakdown. Indirect costs must be in the approved Purchase Order budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently. For federally funded Purchase Orders, indirect cost rates are governed by 2 C.F.R. 200.414.

- iv. **Cost Reimbursement between State Entities.** This section applies to State agencies and State universities. In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

O. Fixed Price Payments

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for fixed price agreement, costs must be in compliance with other laws, rules, and regulations applicable to expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures.
- ii. **Invoices and Deliverables.** Purchase Orders including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable.
- iii. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

P. Fixed Fee/Unit Rate Payments

- i. **Eligible Payments.** If any deliverables indicate some portion of the Purchase Order is fixed fee/unit rate price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified the Purchase Order.
- ii. **Invoices and Deliverables.** Fixed Fee/Unit Rate deliverables are generally used when the Purchase Order's tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Section 4. Liability

A. Reasonably Associated Insurance

During the term of this Purchase Order, the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Purchase Order. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Purchase Order. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Indemnification, Generally

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, then to the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs

and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

Nothing contained in this Purchase Order shall constitute a waiver by the Department of its sovereign immunity or, consent by the Department or the State of Florida or its subdivisions to suit by third parties, or a waiver of the provisions of Section 768.28, Florida Statutes.

C. Payment for Claims

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

D. Workers' Compensation

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Workers' Compensation claims or will secure and maintain during the life of this Purchase Order, Workers' Compensation for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with Florida Workers' Compensation laws (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Purchase Order is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

E. General Liability Insurance

By execution of this Purchase Order, unless otherwise provided for in the Scope of Work, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the term of the Purchase Order. A self-insurance program established and operating under the applicable state or federal laws may provide such coverage. The Department and its officers and employees must be named as additional insureds on any commercial general liability policy.

F. Insurance Required for Performance

During the Purchase Order term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Purchase Order as required in the Scope of Work. Where the Contractor will create, receive, maintain, or transmit protected health information or other confidential data on behalf of the Department, the Department may require cyber liability and privacy breach coverage in an amount specified in the Scope of Work.

G. Written Verification of Insurance

Upon execution of this Purchase Order, the Contractor shall provide the Department's Contract Manager written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the execution date of the Purchase Order, the Contractor shall furnish proof of applicable insurance coverage to the Department's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

H. Department Not Responsible for Insurance Deductible

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

Section 5. Compliance with Florida Laws

A. Familiarity and Compliance with Laws, Generally

The Contractor is required to be familiar and comply with all state and local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Department. Ignorance on the part of the Contractor will in no way relieve them of responsibility. Violation of such laws shall be grounds for termination of the Purchase Order.

B. Non-Discrimination in Performance

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Purchase Order.

C. Discriminatory Vendor List

In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on DMS's discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Contractor has a continuing duty to disclose to the Department, in writing, whether the Contractor or any of its affiliates appear on the discriminatory vendor list.

D. Suspended Vendor List

The Contractor hereby certifies that it is not on the suspended vendor list as identified in Section 287.1351, F.S. In addition, The Department shall not accept a bid, proposal, or reply from, or enter into or renew any agreement or purchase order with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the DMS pursuant to section 287.042(1)(a) and (b) and the vendor has reimbursed the agency for any re-procurement costs. Actions taken by the Department related to suspended vendors and the suspended vendors list shall be consistent with 287.1351 F.S.

E. Convicted Vendor List

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the DMS's convicted vendor list following a conviction for a Public Entity Crime 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 Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Department, in writing, if the Contractor or any of its affiliates are on the convicted vendors list maintained by DMS pursuant to Subsection 287.133(3)(d), F.S. The Contractor must notify DMS and the Department, in writing, within thirty (30) days after conviction of a Public Entity Crime applicable to the Contractor or an affiliate of the Contractor as defined in Section 287.133, F.S.

F. Scrutinized Companies List

The Contractor hereby certifies that it and any of its affiliates are not a scrutinized company as identified in Section 287.135, Florida Statute. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under the terms of this Purchase Order. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Purchase Order for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Purchase Order. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

For clarity, the certification under section 287.135(5), F.S., that the Contractor is not participating in a boycott of Israel applies regardless of the dollar value of the goods or services provided. The certifications regarding the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and business operations in Cuba or Syria apply only where the goods or services to be provided are \$1 million or more.

G. Commodities Produced by Forced Labor (Forced Labor Vendor List)

In accordance with Section 287.1346, F.S., a company who has been placed on DMS's forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any commodities to an agency; may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; and may not transact business for the provision of commodities with any agency. An agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to paragraph (5)(d). A member of the Contractor's senior management must certify, in writing, that to the best of his or her knowledge the commodities such company is offering to the agency have not been produced, in whole or in part, by forced labor, as identified in Section 287.1346, Florida Statute. Contractor should review and complete as needed, PUR 2023 and PUR 2024, available from DMS' State Purchasing (PUR) Forms website.

H. Lobbying

In accordance with Sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an agency. Pursuant to Subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

I. Gratuities

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

J. Public Records

- i. All records in conjunction with this Purchase Order shall be public records and shall be treated in the same manner as other public records are under Chapter 119, F.S.
- ii. This Purchase Order may be unilaterally cancelled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Contractor in conjunction with this Purchase Order, unless exemption for such records is allowable under Florida law.
- iii. If the Contractor meets the definition of "Contractor" in Subsection 119.0701(1)(a), F.S., the Contractor agrees to do the following as required under Florida Law:
 - a. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, FLORIDA DEPARTMENT OF ELDER AFFAIRS, OFFICE OF THE GENERAL COUNSEL, 4040

ESPLANADE WAY, TALLAHASSEE, FLORIDA 32399-7000,
TELEPHONE (850) 414-2114, EMAIL
doeapublicrecords@elderaffairs.org.

- b. Keep and maintain public records required by the Department to perform the service.
 - c. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.
 - d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Contractor does not transfer the records to the Department.
 - e. Upon completion of the Purchase Order, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Purchase Order, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Purchase Order, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- iv. If applicable to this Purchase Order, notwithstanding the foregoing, all files, records, and other information maintained by the State Long-Term Care Ombudsman Program or a local ombudsman entity may be disclosed only at the discretion of the State Long-Term Care Ombudsman or the Ombudsman's designee, in accordance with 42 U.S.C. § 3058g(d) and Section 400.0077, F.S. If the Contractor obtains or maintains any such records in the performance of this Purchase Order, the Contractor shall not disclose them and shall refer any request for such records to the State Long-Term Care Ombudsman.

K. Publishing and Confidentiality

The Contractor agrees that it shall not publish, disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager or the Department's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Department's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

The Contractor and its subcontractors shall comply with the requirements of Section 501.171, F.S., and shall, in addition to the reporting requirements therein, report to the Department any breach of personal information. If the Department shares data covered by Section 501.171, F.S., with the Contractor in the process of fulfilling this Purchase Order, the Contractor is responsible, at the Contractor's expense, for fulfilling the requirements placed on the Department by Section 501.171, F.S., in the event the Contractor is responsible for a breach of that data, and shall reimburse the Department for any costs the Department incurs in fulfilling those requirements. Any release of information to the media, the public, or other entities requires prior written approval from the Department.

L. Intellectual Property

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall indemnify and hold harmless

the Department and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.

- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing, or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Purchase Order for the Department shall be handled in the manner specified by applicable Florida Statute and/or Federal program.
- iii. **Department Intellectual Property Rights.** Where activities supported by this Purchase Order produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If this Purchase Order is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

M. Real Property

If this Purchase Order is for the purchase or improvement of real property and supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest for at least 5 years in the property to the State of Florida, the type, and details of which are provided in the Scope of Work. Title to state-owned real property remains vested in the state. State-owned real property will be used as provided in the Scope of Work.

N. Non-Expendable Property

For the requirements of this section of the Purchase Order, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).

Title (ownership) to all non-expendable property acquired with funds from this Purchase Order shall be vested in the Department and said property shall be transferred to the Department upon completion or termination of the Purchase Order unless otherwise authorized in writing by the Department or unless otherwise specifically provided for in the Scope of Work. Where federal funds are used, equipment and supplies are also subject to 2 C.F.R. 200.313 and 200.314.

O. Cooperation with Inspector General

Pursuant to Subsection 20.055(5), F.S., the Contractor, and any subcontractors to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

P. Employment Eligibility Verification

- i. **Requirement to Use E-Verify.** Section 448.095(2), F.S. requires the Contractor to: 1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services

- pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States.
 - iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Department, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
 - iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Department or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
 - v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Department may treat a failure to comply as a material breach of the agreement. If the Department terminates the Purchase Order pursuant to Section 448.095(5)(c), F.S., the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Department as a result of the termination of this Purchase Order.

Q. RESPECT

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS PURCHASE ORDER SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS PURCHASE ORDER THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

R. PRIDE

In accordance with Subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS PURCHASE ORDER SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS PURCHASE ORDER THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

S. Recycled Products

The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Purchase Order in accordance with Section 403.7065, F.S.

T. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings

Throughout the term of the Purchase Order, the Contractor has a continuing duty to promptly disclose to the Department's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this Purchase Order. If the existence of such Proceeding causes the Department concern that the Contractor's ability or willingness to perform under the Purchase Order is jeopardized, the Contractor may be required to provide the Department with reasonable assurances to demonstrate that: a.) the Contractor will be able to perform under the Purchase Order in accordance with its terms and conditions; and, b.) the Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Department which is similar in nature to the conduct alleged in such Proceeding.

U. Eligibility and Licensure

The Contractor shall be licensed as necessary to perform under this Purchase Order as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Department upon request. By acceptance of this Purchase Order, the Contractor warrants that it has the capability in all respects to fully perform the Purchase Order requirements and the integrity and reliability that will assure good-faith performance as a responsible Bidder, and that the Contractor shall comport with Chapter 287, F.S., Chapter 60A, F.A.C., and all other applicable rules and laws. Unless otherwise provided herein, the Department will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Purchase Order.

V. Background Screening of Direct Service Providers

As applicable, if any Contractor employee, subcontractor, agent, or volunteer will serve as a direct service provider as defined in Section 430.0402(1)(b), F.S., or will otherwise have direct, face-to-face contact with a Department client while providing services and access to the client's living areas, funds, personal property, or personal identification information as defined in Section 817.568, F.S., the Contractor shall comply with Attachment C, Background Screening Requirements, which is hereby incorporated by reference. Except as provided in Section 430.0402(2), F.S., level 2 background screening pursuant to Chapter 435, F.S., and Section 430.0402, F.S., is required, and screening must be completed with results received before the individual provides any direct service or is given access to client information. Pursuant to Section 430.0402(3), F.S., refusal on the part of an employer to dismiss a manager, supervisor, or direct service provider found to be in noncompliance with the standards of that section results in the automatic denial, termination, or revocation of the rate agreement, purchase order, or contract, in addition to any other remedies authorized by law. In the event of a conflict between Attachment C and any other provision of this Purchase Order concerning background screening requirements, Attachment C controls.

W. Protected Health Information and Data Security

If the Contractor is a business associate within the meaning of the Privacy and Security Regulations at 45 C.F.R. Parts 160 and 164, the Contractor shall comply with Attachment A, HIPAA Business Associate Agreement, which is hereby incorporated by reference. In the event of a conflict between Attachment A and any other provision of this Purchase Order concerning protected health information, Attachment A controls.

If the Contractor provides information technology commodities, software, services, or solutions; hosts, processes, transmits, or stores State Data; or is granted access connectivity to the Department's data communications network or information systems, the Contractor shall comply with Attachment B, Standard Information Technology and Data Security Terms and Conditions, which is hereby incorporated by reference. In the event of a conflict between Attachment B and any other provision of this Purchase Order or any document incorporated into it concerning information security or the protection of State Data, Attachment B controls, except where Attachment A controls over Attachment B. Contractors, providers, and partners acting on behalf of the Department shall fully comply with applicable provisions of the Florida Administrative Code, including Chapter 60GG-2, F.A.C., Information Technology Security, and all Department information technology security policies.

The Contractor shall ensure that all services provided under this Purchase Order are performed within the borders of the forty-eight (48) contiguous United States. State Data will be processed and stored only in data centers located in the forty-eight (48) contiguous United States.

X. Foreign Country of Concern Attestation (PUR 1355)

If performance of this Purchase Order will require the Department to provide the Contractor with access to an individual's personal identifying information, then in accordance with Section 287.138, F.S., and Rule 60A-1.020(2), F.A.C., the Contractor shall complete the Foreign Country of Concern Attestation Form (PUR 1355) unless the Contractor already provided the Department a completed PUR 1355 as a mandatory bid, proposal, reply, or quote submission for this Purchase Order.

Y. Common Carrier Attestation (PUR 1808)

If the Contractor is a common carrier or contracted carrier as defined in Section 908.111, F.S., the Contractor shall complete the Common Carrier or Contracted Carrier Attestation Form (PUR 1808) in accordance with Section 908.111, F.S., and Rule 60A-1.020(1), F.A.C.

Section 6. Compliance with Federal Laws

As applicable, the Contractor shall comply with all federal laws, rules, and regulations, as currently in effect and as may be amended from time to time, including but not limited to:

A. Clean Air Act and Water Pollution Control Act

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. §§ 7401-7671q), and the Water Pollution Control Act (33 U.S.C §§ 1251-1387, as amended).

B. Americans with Disabilities Act and Section 508

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Purchase Order shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), the Americans with Disabilities Act, and regulations implementing that act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. Any deliverable containing conventional electronic documents or electronically communicated information (Collectively including but not limited to portable document formats ("PDF"), word processor file formats, presentation file formats, spreadsheet file formats, mapping file formats, web content, mobile apps, social media posts, and email communications) developed or produced pursuant to this Purchase Order shall at a minimum comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA.

C. Nondiscrimination Under Federally Assisted Programs

The Contractor shall comply with all applicable federal nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12131-12165; and the implementing regulations of the federal awarding agency, including 45 C.F.R. Parts 80, 84, 90, and 91 for awards from the U.S. Department of Health and Human Services.

D. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Department of Health and Human Services Privacy and Security Regulations at 45 C.F.R. Parts 160 and 164 regarding the use and disclosure of protected health information, as specified in Attachment A, HIPAA Business Associate Agreement, and with 45 C.F.R. Part 162 as applicable. The Contractor shall ensure it meets all federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and associated regulations.

E. Older Americans Act

Where the federal award supporting this Purchase Order is made under the Older Americans Act of 1965, as amended, 42 U.S.C. § 3001 et seq., the Contractor shall comply with the applicable requirements of that Act and

the terms and conditions of the federal award, including any requirements imposed by the Administration for Community Living.

Section 7. Federal Funds

As applicable, if this Purchase Order relies on federal funds, the following terms and conditions apply. Pursuant to 2 C.F.R. 200.327, as currently in effect and as may be amended from time to time, all contracts made by a non-Federal entity under a federal award must contain the applicable provisions described in Appendix II to 2 C.F.R. Part 200. For awards from the U.S. Department of Health and Human Services, including the Administration for Community Living, HHS rescinded 45 C.F.R. Part 75 effective October 1, 2025, and adopted 2 C.F.R. Part 200 in its entirety, with HHS-specific provisions codified at 2 C.F.R. Part 300. The Contractor must comply with the applicable provisions stated herein as currently in effect and as may be amended from time to time:

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Purchase Order to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Davis-Bacon Act

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Department will place a copy of the current prevailing wage determination issued by the Department of Labor in each applicable solicitation, and the decision to award is conditioned upon acceptance of the wage determination.

C. Copeland “Anti-Kickback Act”

- i. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Purchase Order.
- ii. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the Purchase Order, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. Contract Work Hours and Safety Standards Act

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. 3702, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and work in excess of the standard work week is permissible provided the worker is compensated at not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

E. Right to Inventions

If this Purchase Order is supported by federal funds and meets the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) then the Contractor must comply with all requirements of 37 C.F.R. Part 401.

F. Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) applies.

G. Debarment and Suspension Contractor Federal Certification

- i. This Purchase Order is a covered transaction for purposes of 2 C.F.R. Part 180 and , for awards from the U.S. Department of Health and Human Services, 2 C.F.R. Part 376. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995 and supplemented at 2 C.F.R. § 376.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935 and supplemented at 2 C.F.R. § 376.935).
- ii. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 376, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Department. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 376, subpart C, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 376, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- v. A contract award, as described in 2 C.F.R. 180.220, must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension."

H. Byrd Anti-Lobbying Amendment

Contractors awarded \$100,000 or more in Federal funds shall file the required certification. Contractors shall file the required certification with the Department's Contract Manager five (5) business days after Purchase Order issuance. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352, and, for awards from the U.S. Department of Health and Human Services, the implementing regulations at 45 C.F.R. Part 93. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Department.

I. Procurement of Recovered Materials

- i. In the performance of this Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: a. Competitively within a timeframe providing for compliance with the contract performance schedule; b. Meeting contract performance requirements; or c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines at 40 C.F.R. Part 247.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6901-6992k of the Solid Waste Disposal Act. This requirement applies where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, consistent with 2 C.F.R. 200.323.

J. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with 2 C.F.R. § 200.322, the Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this contract.
- ii. For purposes of this section: a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As required by 2 C.F.R. 200.216 and Appendix II(K) to 2 C.F.R. Part 200, the Contractor is prohibited from obligating or expending funds under this Purchase Order to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment or services include telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities; video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of those entities, for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; and telecommunications or video surveillance services provided by such entities or using such equipment. The Contractor shall include this prohibition in all subcontracts under this Purchase Order.

L. Compliance with Office of Management and Budget Circulars

As applicable, Contractor shall comply with the Office of Management and Budget (OMB) Uniform Guidance (2 C.F.R. 200).

M. Drug Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. §§ 8101-8106 and, for awards from the U.S. Department of Health and Human Services, the implementing regulations at 2 C.F.R. Part 382.

N. American Rescue Plan Act (ARPA) of 2021

If this Purchase Order relies on ARPA federal funds, then the following shall apply:

- i. Contractors shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Department prior to Purchase Order issuance.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 C.F.R. Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 C.F.R. 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021 (117 P.L. 58)

If federal funds are awarded to be used in this Purchase Order for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation;

dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Purchase Order will be held to the same requirements as the original Parties to this Purchase Order.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Single Audit and Subrecipient Monitoring

If the Department determines that the Contractor is a subrecipient rather than a contractor under 2 C.F.R. 200.331, the Department will provide the federal award information required by 2 C.F.R. 200.332(a) and will monitor the Contractor in accordance with 2 C.F.R. 200.332. A subrecipient that expends \$1,000,000 or more in federal awards during its fiscal year shall have a single or program-specific audit conducted in accordance with 2 C.F.R. Part 200, Subpart F, and shall provide the reporting package to the Department and the Federal Audit Clearinghouse within the timeframes required by 2 C.F.R. 200.512. State financial assistance recipients are separately subject to the Florida Single Audit Act, Section 215.97, F.S. The Contractor shall also comply with the mandatory disclosure requirement of 2 C.F.R. 200.113 and the conflict of interest disclosure requirement of 2 C.F.R. 200.112.

Section 8. Subcontracts and Assignments

A. Subcontractors and Liability

If the Contractor is authorized to subcontract, the Contractor shall ensure and provide assurances to the Department's Contract Manager upon request, that any subcontractor selected for work under this Purchase Order has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Purchase Order. The Contractor must provide the Department's Contract Manager with the names of any subcontractor considered for work under this Purchase Order; the Department reserves the right to reject any subcontractor. The Department shall retain the right to reject any of the subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Department's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Department's Contract Manager upon request. The Contractor further agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

B. Subcontractors as Independent Contractors

If subcontracting is permitted, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor 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 the State of Florida.

C. Contractor Payments to Subcontractors

If subcontracting is permitted, the Contractor agrees to make payments to its subcontractor(s) within seven (7) working days after receipt of full or partial payments from the Department in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor(s). The Contractor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor(s) in the amount of one-half of one percent (0.5%) 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 fifteen percent (15%) of the outstanding balance due.

D. Flow Down of Attachments

The Contractor shall include in all subcontracts and Subprocessor agreements (as defined in Attachment B) under this Purchase Order the requirements of Attachment A, HIPAA Business Associate Agreement, Attachment B, Standard Information Technology and Data Security Terms and Conditions, and Attachment C, Background Screening Requirements, in each case to the extent applicable to the subcontractor's or Subprocessor's scope of work, and shall hold each subcontractor and Subprocessor to the same terms, conditions, and restrictions that apply to the Contractor.

Section 9. Termination and Other Remedies

A. Financial Consequences

The Scope of Work contains clearly defined deliverables. In accordance with Section 287.058(1)(h), F.S., if Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from Contractor's payment, unless otherwise modified by the Scope of Work. The Department may apply any of the financial consequences listed below or as identified in the Scope of Work.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the DOEA projects.
- vi. Take other remedies that may be legally available.

B. Termination – For Convenience

The Department may unilaterally terminate this Purchase Order for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

C. Termination – Fraud or Willful Misconduct

This Purchase Order shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Department shall provide the Contractor with written notice of termination.

D. Termination – Funds Unavailability

In the event funds to finance this Purchase Order become unavailable or if federal or state funds upon which this Purchase Order is dependent are withdrawn or redirected, the Department may terminate this Purchase Order upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Department shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Purchase Order to another program thus causing "lack of funds." In the event of termination of this Purchase Order under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

E. Termination – Eligibility and Compliance

Per Chapter 287, F.S., DMS maintains several lists of the person(s), affiliate(s), entity(s) or company(s) which have been disqualified from the public contracting and purchasing process. These include, but are not limited to, the convicted vendor list, discriminatory vendor list, forced labor vendor list, and scrutinized company list. The Department may immediately terminate if the person(s), affiliate(s), entity(s), company(s) or its subcontractor(s) are found to have submitted a false certification, are placed on any of the aforementioned lists or engaged in prohibited contracting activity during the term of the Purchase Order.

F. Prohibition of Unauthorized Aliens

The Department shall consider the employment by the Contractor of unauthorized aliens a violation of Subsection 274a(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this Purchase Order if the Contractor knowingly employs unauthorized aliens.

G. Termination – Other

The Department may terminate this Purchase Order if the Contractor fails to: 1.) comply with all terms and conditions of this Purchase Order; 2.) produce each deliverable within the time specified by the Purchase Order or extension; 3.) maintain adequate progress, thus endangering the performance of the Purchase Order; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Department shall give written notice to the Contractor of its intent to terminate the Purchase Order for cause. In the notice, the Department shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Department, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Department in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Department's satisfaction within the fifteen (15) calendar days, or within the time prescribed in an approved corrective action plan if one was provided, the Purchase Order will be terminated for cause. At that time, the Department will send a second notice to the Contractor noting that this Purchase Order is being terminated for cause upon receipt of the notice and documenting the reasons this Purchase Order is being terminated. The Department reserves the right in its sole discretion to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Department. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Purchase Order. Contractor shall not be entitled to recover any cancellation charges or lost profits.

The Department may also terminate this Purchase Order for failure to comply with the background screening requirements of Attachment C, including refusal to dismiss a manager, supervisor, or direct service provider found to be in noncompliance with Section 430.0402, F.S.; for a material breach of Attachment A, HIPAA Business Associate Agreement; or for a material breach of Attachment B, Standard Information Technology and Data Security Terms and Conditions.

H. Contractor Discontinuation of Activities Upon Termination Notice

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Purchase Order, the Contractor shall promptly render to the Department all property belonging to the Department, including State Data, which shall be returned and exported as provided in Attachment B. For the purposes of this section, property belonging to the Department shall include, but shall not be limited to, all books and records kept on behalf of the Department.

Section 10. Record-Keeping Requirements

A. Contractor Responsibilities for Record-Keeping

The Contractor shall maintain accurate books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Purchase Order, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records

The Contractor shall allow the Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Purchase Order, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention

Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the completion of this Purchase Order, if the Purchase Order is for commodities or services; or for ten (10) years following the completion of this Purchase Order, if the Purchase Order is for construction; or for the period otherwise required for this particular type of project by the General Records Schedules maintained by the Florida Department of State, whichever is longer. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of such records upon the Department's request.

For federally funded Purchase Orders, the record retention requirements of 2 C.F.R. 200.334 through 200.338 also apply. If an audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the records must be retained until resolution of the audit findings. The Contractor shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology in Special Publication 800-88, Revision 1, "Guidelines for Media Sanitization."

D. Contractor Responsibility to Include Records Requirements – Subcontractors

In the event any work is subcontracted under this Purchase Order, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency

Any federal funds awarded under this Purchase Order must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: usaspending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$30,000.00, consistent with the award term at 2 C.F.R. Part 170 as amended in November 2020, are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Purchase Order, for the Department to comply with this requirement, including the Contractor's Unique Entity Identifier and, where applicable, total compensation information for its five most highly compensated executives. The Contractor shall maintain an active registration in the System for Award Management at SAM.gov consistent with 2 C.F.R. Part 25.

Section 11. Miscellaneous

A. Mediation

In the event of any claim or dispute arising by or between the Department and the Contractor, unless otherwise agreed in writing, each party shall continue to perform as required under the Purchase Order, notwithstanding the existence of such claim or dispute.

Any claim, dispute, or other matter in question arising out of, or relating to the Purchase Order or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida.

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute. Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. If the parties cannot agree upon a Florida Supreme Court certified mediator within two weeks after the notice, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator. The mediator's fees shall be borne equally by the parties involved in the mediation and each shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows. All parties agree to negotiate in good faith in an effort to settle any

dispute. All parties shall have a representative present at mediation with the authority to settle the case, and any resolution shall be set forth in a written settlement agreement.

If any matter sought to be mediated by the Department or the Contractor involves any Subcontractor, any Separate Contractor, or any other third party, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation. The Contractor shall include these mediation terms in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

If mediation results in an impasse it shall not preclude any party from commencing any judicial proceeding pursuant to the terms of this Purchase Order, providing the claims sought to be decided are not otherwise barred.

B. Governing Law, Severability and Venue

This Purchase Order has been delivered in the State of Florida. Florida law governs this Purchase Order, all agreements arising under or out of this Purchase Order, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Purchase Order. Wherever possible, each provision of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Purchase Order unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Purchase Order. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By accepting this Purchase Order, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

C. Jury Trial Waiver

As part of the consideration for this Purchase Order, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Purchase Order, or with the products or services provided under this Purchase Order, including but not limited to any claim by the Contractor of quantum meruit.

D. Waiver of Rights

The delay or failure by the Department to exercise or enforce any of its other rights under the Purchase Order shall not constitute waiver of such rights.

E. Modification

The Purchase Order may only be modified by a Change Order agreed to by the Department and the Contractor. If a Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the proposed work to be performed, nor proceed with the proposed duties without written approval and receiving a copy of the approved Change Order. The Contractor shall request a Change Order in writing, outlining the reasons and the itemized costs required for the Change Order. The Parties agree to renegotiate this agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Purchase Order necessary.

F. Time is of the Essence

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach, unless such delay is attributable to Department delays including timely issuance of the Purchase Order and any modification thereafter, if any.

G. Commodities Logistics

The following provisions, if applicable, shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- a. All purchases are F.O.B. destination, transportation charges prepaid.

- b. Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- c. No extra charges shall be applied for boxing, crating, packing, or insurance.
- d. The following delivery schedule shall apply: 8:00 AM–4:00 PM, Monday through Friday, excluding legal holidays.
- e. If delivery to the specified destination cannot be made on or before the specified date, notify the Department immediately using the contact information provided in the MyFloridaMarketPlace system.
- f. The Department assumes no liability for commodities shipped to any address other than the specified location(s) provided on the Purchase Order.
- g. Items received in excess of quantities specified may, at Department's option, be returned at the Contractor's expense. Substitutions are not permitted.

H. Media Requests

Contractors shall refer all requests by the media or public relations personnel to the Department's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Department may provide consultation and talking points. In relation to this Purchase Order, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Department or its partners without prior direction and the Department's written approval. Production and filming requests related to this Purchase Order shall be processed through the Department only. Public Records requests shall be handled in accordance with Chapter 119, F.S., and any other applicable provisions herein.

I. Entire Agreement

This Purchase Order, with all incorporated attachments and exhibits to the Purchase Order, represents the entire agreement of the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Purchase Order shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict or inconsistency among the documents comprising the Purchase Order, the following order of precedence shall prevail: (1) this Purchase Order and its attachments and exhibits; (2) the terms and conditions of the solicitation; (3) the Contractor's response to the solicitation; and (4) any other Contractor-provided documents. **J. Force Majeure**

Neither Party shall be liable to the other for any delay or failure to perform under this Purchase Order if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

Cyber Incidents Not Excused by Force Majeure. Notwithstanding anything to the contrary in this Purchase Order or any incorporated attachment or exhibit, a Cyber Incident, including but not limited to ransomware, malware, unauthorized access, data breach, security incident, or compromise of systems, networks, or data, affecting systems, networks, data, or services under the control of the Contractor or any of its subcontractors or Subprocessors shall not constitute, or be deemed to constitute, an event beyond the reasonable control of the Contractor or any other basis for excusing, delaying, or extending the Contractor's performance or obligations under this Purchase Order or any incorporated attachment or exhibit. No Force Majeure Event shall excuse, toll, delay, or extend any notification, reporting, data protection, mitigation, investigation, or cooperation obligation of the Contractor under Attachment A or Attachment B, including any obligation imposed by applicable law. For the avoidance of doubt, all applicable statutory and contractual notification and reporting deadlines shall continue to run notwithstanding any Cyber Incident or Force Majeure Event.

However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Purchase Order. If the

delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Purchase Order to either Party.

In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Department's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the Department or the State, in which case, the Department may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.

K. Other Miscellaneous Provisions

No firearms, alcohol or illegal substances are allowed on any Department project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The Parties do not intend, nor shall this Purchase Order be construed, to grant any rights, privileges or interest to any person not a party to this agreement.

L. Reporting Requirements for Executive Order 20-44

If the Contractor is required to file an IRS Form 990 and any of the following apply: this Purchase Order is a sole-source, a public-private agreement, or if the Contractor, through this Purchase Order with the State annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Contractor shall complete (the Department's Form Instructions for Total Compensation Paid to Non-Profit Personnel Using State Funds, available upon request. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Contractor must also inform the Department's Contract Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor.

M. Foreign Country of Concern Attestation Form (PUR 1355)

If performance of the anticipated Purchase Order, Formal Written Contract, or Lease will require the Department to provide the awarded Contractor with access to an individual's personal identifying information, then the following statement applies:

In accordance with section 287.138, F.S., the Contractor, shall complete the Foreign Country of Concern Attestation Form (PUR 1355) unless the Contractor already provided the Department a completed PUR 1355 as a mandatory bid, proposal, reply, or quote submission for this Contract.

N. Reporting Requirements for Preference for Florida-Grown Food Products

If this Purchase Order involves the procurement of food commodities pursuant to section 287.0823 F.S., the Contractor shall provide a quarterly report detailing the sourcing of all food commodities supplied under this agreement. The quarterly report must include a description of the food commodities being procured, an appropriate unit of measure, quantity purchased, total cost, and whether the commodity was grown or produced in Florida. The Contractor must promptly notify the Department of any changes in the availability or sourcing of Florida-grown products. Failure to comply with this reporting requirement may result in penalties, including but not limited to the termination of this Purchase Order.

O. Incorporated Attachments

When applicable, the following attachments are incorporated into this Purchase Order by reference and apply according to their terms: Attachment A, HIPAA Business Associate Agreement; Attachment B, Standard Information Technology and Data Security Terms and Conditions; and Attachment C, Background Screening Requirements.

FLORIDA DEPARTMENT OF ELDER AFFAIRS
Standard HIPAA, Information Technology Data Security, Background Screening Terms and Conditions

Attachments A, B, and C to the Standard Purchase Order Terms and Conditions, *Revised 9/2026*

ATTACHMENT A
HIPAA Business Associate Agreement

If applicable, the parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment applies if the Contractor is a business associate within the meaning of the Privacy and Security Regulations at 45 C.F.R. Parts 160 and 164. The Contractor certifies and agrees to abide by the following.

A-1. Definitions

Unless specifically stated in this Attachment, the terms contained herein have the same meaning and effect as defined in 45 C.F.R. Parts 160 and 164.

- a. **Protected Health Information (PHI).** For purposes of this Attachment, protected health information has the same meaning and effect as defined in 45 C.F.R. Parts 160 and 164, limited to the information created, received, maintained, or transmitted by the Contractor from, or on behalf of, the Department.
- b. **Electronic Protected Health Information (e-PHI).** For purposes of this Attachment, electronic protected health information has the same meaning and effect as defined in 45 C.F.R. Parts 160 and 164 (the Security Rule), limited to the electronic information created, received, maintained, or transmitted by the Contractor from, or on behalf of, the Department.
- c. **Security Incident.** For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system, and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed, or made inaccessible by an unauthorized activity.
- d. **Confidentiality.** For purposes of this Attachment, confidentiality refers to when electronic protected health information is not made available or disclosed to unauthorized persons or processes.
- e. **Integrity.** For purposes of this Attachment, integrity means that electronic protected health information has not been altered or destroyed in an unauthorized manner.
- f. **Availability.** For purposes of this Attachment, availability refers to electronic protected health information remaining accessible and usable upon demand by an authorized person.
- g. **Discovery.** Consistent with the standard at 45 C.F.R. 164.410(a)(2), a cybersecurity incident or ransomware incident is deemed discovered on the first day on which the incident is known to the Contractor, or by exercising reasonable diligence would have been known to the Contractor. An incident is known to the Contractor if it is known to any employee, contractor, or agent of the Contractor, other than the person committing the incident. Discovery does not require confirmation of scope, cause, severity, or impact. Statutory notification timeframes begin at discovery, not at the conclusion of the investigation.
- h. **Breach and Unsecured PHI.** For purposes of this Attachment, Breach and Unsecured PHI have the same meaning and effect as defined in 45 C.F.R. 164.402.
- i. **Ransomware Incident.** For purposes of this Attachment, ransomware incident has the same meaning and effect as defined in section 282.0041, F.S., applied to the Contractor and to any system, network, or data used to store, process, transmit, or access protected health information or e-PHI under this Purchase Order.

A-2. Applicability of HITECH and the HIPAA Privacy Rule and Security Rule

As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health (HITECH) Act, requires a business associate

FLORIDA DEPARTMENT OF ELDER AFFAIRS
Standard HIPAA, Information Technology Data Security, Background Screening Terms and Conditions

Attachments A, B, and C to the Standard Purchase Order Terms and Conditions, *Revised 9/2026*

that contracts with the Department, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules at 45 C.F.R. Parts 160 and 164, and to comply with 45 C.F.R. Part 162 as applicable.

A-3. Use and Disclosure of Protected Health Information

The Contractor shall comply with the provisions of 45 C.F.R. 164.504(e)(2)(ii). The Contractor shall not use or disclose protected health information other than as permitted by this Purchase Order or by federal and state law. The sale of protected health information or any component thereof is prohibited except as provided in 45 C.F.R. 164.502(a)(5). The Contractor shall use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Purchase Order and federal and state law. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Contractor creates, receives, maintains, or transmits on behalf of the Department.

A-4. Use and Disclosure for Management, Administration, and Legal Responsibilities

The Contractor is permitted to use and disclose protected health information received from the Department for the proper management and administration of the Contractor, or to carry out the legal responsibilities of the Contractor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Contractor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially; (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and (3) the person notifies the Contractor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.

A-5. Disclosure to Third Parties

The Contractor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity with this Purchase Order without prior written approval from the Department. The Contractor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same terms, conditions, and restrictions that apply to the Contractor with respect to protected health information. The Contractor's subcontracts shall fully comply with the requirements of 45 C.F.R. 164.314(a)(2)(iii).

A-6. Access to Information

The Contractor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.

A-7. Amendment and Incorporation of Amendments

The Contractor shall make protected health information available for amendment and shall incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.

A-8. Accounting for Disclosures

The Contractor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Contractor shall document all disclosures of protected health information as needed for the Department to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.

A-9. Privacy Protection

FLORIDA DEPARTMENT OF ELDER AFFAIRS
Standard HIPAA, Information Technology Data Security, Background Screening Terms and Conditions

Attachments A, B, and C to the Standard Purchase Order Terms and Conditions, *Revised 9/2026*

The Contractor shall permit an individual to request a restriction on the use and disclosure of protected health information about the individual to carry out treatment, payment, or health care operations, and disclosures permitted under 45 C.F.R. 164.510(b), in accordance with 45 C.F.R. 164.522. The Contractor shall permit an individual to request to receive communications of protected health information from the Contractor by alternative means or at alternative locations in accordance with 45 C.F.R. 164.522.

A-10. Access to Books and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of the United States Department of Health and Human Services (HHS) or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.

A-11. Reporting

The Contractor shall make a good faith effort to identify any use or disclosure, or loss of confidentiality, integrity, or availability, of protected health information or e-PHI not provided for in this Purchase Order.

a. To the Department

(a) *Cybersecurity Incident Reporting.* The Contractor will report to the Department's Information Security Manager and Contract Manager, in the manner and format designated by the Department, any actual or suspected cybersecurity incident affecting the confidentiality, integrity, or availability of protected health information or e-PHI as soon as possible and in no event later than twelve (12) hours after discovery. Where the incident is a ransomware incident, or involves extortion or a demand for payment, notice shall be provided as soon as possible and in no event later than six (6) hours after discovery. The Contractor shall include in its notice a preliminary assessment of the incident's severity level as defined in section 282.318(3)(c)9.a., Florida Statutes, shall update that assessment as facts develop, and shall not delay notice pending completion of its severity determination or investigation. The Department retains sole authority to determine the severity level of an incident for purposes of its reporting obligations under section 282.318, Florida Statutes. (b) *Breach of Unsecured Protected Health Information.* Without limiting subsection (a), the Contractor will report to the Department, without unreasonable delay and in no event later than twelve (12) hours after discovery, any security incident that results in, or is reasonably likely to result in, unauthorized access, acquisition, use, disclosure, modification, or destruction of protected health information or e-PHI.

(c) *Unsuccessful Attempts.* Unsuccessful attempts that do not meet the standard in subsections (a) or (b), including routine scanning, blocked traffic, and failed authentication attempts, shall be reported in a quarterly aggregate summary rather than individually.

(d) *Material Violation.* A violation of this paragraph is a material violation of this Purchase Order.

(e) *Content of Notice.* Notice under this paragraph shall include, at a minimum, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, used, or disclosed during the incident, along with the information required to be reported by a state agency under Section 282.318(3)(c)9.b., Florida Statutes (summary of facts, date of most recent backup and its location, types of data compromised, estimated fiscal impact, and, for ransomware, details of the ransom demanded).

(f) *Flow-Down.* The Contractor shall ensure that any subcontractor creating, receiving, maintaining, or transmitting protected health information or e-PHI on the Contractor's behalf agrees to the same reporting timeframes and content requirements set forth in this paragraph.

b. To Individuals

In the case of a breach of protected health information discovered by the Contractor, the Contractor shall first notify the Department of the pertinent details of the breach and, upon prior review by the Department, shall notify each individual whose unsecured protected health information has been, or is reasonably believed by

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the Contractor to have been, accessed, acquired, used, or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual, or to the next of kin if the individual is deceased, at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information, including a phone number, email address, or any other form of appropriate communication, that precludes written or, if specifically requested, electronic notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting for a period of at least ninety (90) days on the website of the covered entity involved, or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Contractor to require urgency because of possible imminent misuse of unsecured protected health information, the Contractor may also provide information to individuals by telephone or other means, as appropriate.

c. To Media

In the case of a breach of protected health information discovered by the Contractor where the unsecured protected health information of more than five hundred (500) persons is reasonably believed to have been accessed, acquired, used, or disclosed, after prior review by the Department, the Contractor shall provide notice to prominent media outlets serving the State, the relevant portion of the State, or the jurisdiction involved.

d. To the Secretary of Health and Human Services

The Contractor shall cooperate with the Department to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.

Contractors Who Are Covered Entities. In the event of a breach by the Contractor, or a contractor or subcontractor of the Contractor, and the Contractor is a HIPAA covered entity, the Contractor, not the Department, shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 C.F.R. 164.408. The Contractor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to five hundred (500) or more individuals, at least five (5) business days prior to filing notice with the Secretary of HHS the Contractor shall provide a copy of the notice and breach risk assessment to the Department for review. Upon prior review by the Department of the notice and breach risk assessment, the Contractor shall file the notice with the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(b) and shall contemporaneously submit a copy of said notification to the Department. If the breach was with respect to fewer than five hundred (500) individuals, the Contractor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit a copy of said notification to the Department.

e. Content of Notices

All notices required under this Attachment shall include the content set forth in 42 U.S.C. s. 17932(f) and 45 C.F.R. Part 164, Subpart D, except that references therein to a "covered entity" shall be read as references to the Contractor.

f. Financial Responsibility

The Contractor shall be responsible for all costs related to the notices required under this Attachment.

g. Other Reporting

The Contractor shall comply with any other applicable reporting requirements in conformity with federal and state laws, including section 501.171, Florida Statutes (F.S.). If notifications are made under any such laws, copies of said notifications shall be provided contemporaneously to the Department.

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A-12. Mitigation

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information in violation of this Attachment.

A-13. Termination

Upon the Department's discovery of a material breach of this Attachment, the Department shall have the right to assess liquidated damages as specified elsewhere in the Purchase Order to which this Attachment is included, to terminate the Purchase Order, or both.

A-14. Effect of Termination

At the termination of the Purchase Order, the Contractor shall return all protected health information that the Contractor still maintains in any form, including any copies or hybrid or merged databases made by the Contractor; or, with prior written approval of the Department, the protected health information may be destroyed by the Contractor after its use. If the protected health information is destroyed pursuant to the Department's prior written approval, the Contractor must provide a written confirmation of such destruction to the Department. If return or destruction of the protected health information is determined not feasible by the Department, the Contractor agrees to protect the protected health information and treat it as strictly confidential.

A-15. Survival

The obligations of the Contractor under this Attachment survive the termination, cancellation, or expiration of the Purchase Order.

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ATTACHMENT B
Standard Information Technology and Data Security Terms and Conditions

If applicable, the parties to this Attachment agree to the following provisions:

B-1. Definitions and Governing Standards

a. Definitions

- **State Data** means data collected or created for, or provided by, the Department, including all data residing in or transmitted through any system furnished or operated by the Contractor under this Purchase Order, and including all copies, backups, logs, metadata, and data derived from it, in any form or medium. State Data remains the sole property of the Department at all times.
- **Department Information Technology Enterprise** means any interconnected system, subsystem, or equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Department.
- **ISM** means the Department's Information Security Manager designated pursuant to section 282.318, F.S.
- **Interoperability** means the ability of a system to work with or use the parts or equipment of another system, characterized by seamless coordination and integration with other systems.
- **Business Day** means Monday through Friday, excluding State holidays. **Calendar Day** means any of the seven days of the week, a twenty-four (24) hour period between midnight and midnight, regardless of whether it occurs on a weekend or holiday.
- **"Incident"** means any actual or reasonably suspected event involving unauthorized access to, use, disclosure, modification, destruction, or interference with State Data or systems holding State Data. An Incident is considered discovered when known, or reasonably should have been known, by any Contractor employee, agent, subcontractor, or Subprocessor other than the person responsible for the Incident.
- **Subprocessor** means any third-party, including any hosting, infrastructure, or artificial intelligence provider, that stores, processes, or transmits State Data on the Contractor's behalf, whether or not a subcontractor. Obligations of this Attachment applicable to subcontractors apply equally to subprocessors.
- **Breach.** Breach means an Incident that meets the definition in s. 501.171(1)(a), F.S., or 45 C.F.R. 164.402, whichever applies to the data involved.

b. Governing Standards

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall fully comply with applicable provisions of the Florida Administrative Code (F.A.C.), including Chapter 60GG-2, F.A.C., State of Florida Cybersecurity Standards, and Chapter 60GG-4, F.A.C., Cloud Computing, and all Department information technology security policies. The Contractor shall conform to current and updated publications of the principles, standards, and guidelines of the Federal Information Processing Standards (FIPS) and the National Institute of Standards and Technology (NIST), including but not limited to the NIST Cybersecurity Framework and NIST Special Publication 800-53.

The Contractor shall comply with HIPAA and the HITECH Act, and, where applicable, with Attachment A, HIPAA Business Associate Agreement. The provisions of Attachment A apply to HIPAA requirements, and in the event of a conflict between Attachment A and this Attachment B, Attachment A controls except that where Attachment A and this Attachment B establish different timeframes for reporting an Incident or cybersecurity incident to the Department, the shorter timeframe controls.

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B-2. Confidentiality of Information

- a. The Contractor shall not use or disclose any confidential information, including social security numbers, that may be supplied under this Purchase Order pursuant to law, and including the identity or identifying information concerning a Department client or the services provided to a Department client, for any purpose not in conformity with State and Federal laws, except upon written consent of the client or the client's guardian or legal representative.
- b. All personally identifiable information obtained by the Contractor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Purchase Order. The Contractor must have a process that specifies that client-specific information remains confidential, is used solely for the purposes of data analysis or other Contractor responsibilities under this Purchase Order, and is exchanged only for the purpose of conducting a review or other duties outlined in this Purchase Order.
- c. Any client-specific information received by the Contractor may be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Contractor is retained by the Department. The Contractor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws governing confidentiality, including the HIPAA and HITECH Acts, covering electronic records, facsimile mail, and electronic mail.
- d. The Contractor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Contractor. If provider-specific data are released to the public, the Contractor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that the open records requirements of Chapter 119, F.S., are met.
- e. The Contractor and its subcontractors shall comply with the requirements of section 501.171, F.S., and shall, in addition to the reporting requirements therein, report to the Department any breach of personal information.
- f. Any release of information to the media, the public, or other entities requires prior approval from the Department.
- g. Notwithstanding the foregoing, all files, records, and other information maintained by the State Long-Term Care Ombudsman Program or a local ombudsman entity may be disclosed only at the discretion of the State Long-Term Care Ombudsman or the Ombudsman's designee, in accordance with 42 U.S.C. s. 3058g(d) and section 400.0077, F.S.
- h. Except as required by law and after notice to the Department, the Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work under this Purchase Order, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. After the conclusion of this Purchase Order, unless otherwise provided herein, the Contractor shall not be required to keep confidential information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's confidential information, or information that is otherwise obtainable under State law as a public record. The foregoing exceptions do not apply to information that is confidential and exempt under section 119.0725, F.S., which the Contractor shall continue to protect without limitation as to time.

B-3. System Functionality and Capacity

- a. The Contractor shall have the capacity, in hardware, software, and personnel, sufficient to access and generate all data and reports needed for this Purchase Order and to fully manage the commodity or service required.

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- b. The Contractor shall have protocols and internal procedures for ensuring system security and the confidentiality of client identifiable data.
- c. In order to conduct the supplier risk assessment required by Rule 60GG-2.002(6)(b), F.A.C., prior to execution of the Purchase Order and annually thereafter, the Contractor shall provide the ISM audit reports appropriate to the classification of State Data, including at a minimum a current SOC 2 Type II report, or an equivalent independent assessment acceptable to the Department, covering the environment in which State Data resides. A report is current for this purpose if its examination period ended no more than twelve (12) months prior to delivery. Where any gap exists between the end of the examination period and the date of delivery, the Contractor shall provide a bridge letter covering the entire gap.
- d. The Contractor shall have the necessary information technology resources needed to fully manage the product or service required in this Purchase Order.

B-4. Network Access, Personnel, and Training

- a. The Department's Contract Manager is responsible for submitting and managing Contractor staff requests or needs for access connectivity to the Department's data communications network, and the relevant information systems attached to this network, in accordance with all applicable Department policies, standards, and guidelines.
- b. The Contractor shall notify the Department of the termination or reassignment of any staff with access to the Department's network or to State Data within twenty-four (24) hours of the termination or reassignment and shall revoke access within the same time period.
- c. Contractor staff who have access connectivity to the Department's network or access to State Data shall complete Department security awareness training and Department HIPAA training, and shall sign an acceptable use acknowledgment form and submit the completed form to the Department's Information Security Manager. The requirements described in this paragraph must be completed before access to the Department's network or State Data is provided.
- d. All Contractor personnel who will have access to State Data shall undergo the background checks and screenings described in Attachment C and in the Purchase Order.
- e. The Contractor shall require multi-factor authentication (MFA) for all Contractor privileged, administrative, or remote access to any system storing, processing, or transmitting State Data, and for all Contractor personnel access to the Department's network. Each individual shall be issued a unique identifier and authentication token unique to that individual; shared, group, generic, or anonymous accounts are prohibited for access to State Data, and identifiers shall not be reused or reassigned. Necessary service accounts shall be documented with a named owner.

B-5. Encryption, Data Protection, and Location of Services

- a. The Contractor shall conduct all activities in compliance with 45 C.F.R. Part 164, Subpart C, to ensure data security, including but not limited to encryption of all information that is confidential under Florida or Federal law, at-rest and in-transit, without regard to the media or system on which it resides. Encryption is required and shall be consistent with FIPS and NIST publications regarding cryptographic standards.
- b. The Contractor shall ensure that all services provided under this Purchase Order are performed within the borders of the forty-eight (48) contiguous United States. State Data will be processed and stored in data centers located only in the forty-eight (48) contiguous United States.
- c. The Contractor shall ensure that call centers, information technology help desks, and any other type of customer support provided directly under this Purchase Order are located only in the forty-eight (48) contiguous United States.

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- d. The Contractor shall use Transport Layer Security (TLS) version 1.2 or higher for all web interfaces and for all network transmission of State Data, with TLS 1.3 preferred. The Contractor shall disable all versions of Secure Sockets Layer (SSL) and all versions of TLS below 1.2. Cryptographic modules shall be validated under FIPS 140-3. The Contractor shall adopt successor standards within a commercially reasonable period after the prior standard is deprecated by NIST.
- e. If the Contractor will have access to motor vehicle records or personal information obtained from such records, the Contractor shall adhere to the Driver Privacy Protection Act, 18 U.S.C. ss. 2721 through 2725, and section 119.0712(2), F.S., including any memorandum of understanding and security requirements imposed thereunder.
- f. State Data shall be encrypted at rest using AES-256 or stronger. Encryption implemented under this Attachment shall render State Data unusable, unreadable, or indecipherable within the meaning of the guidance issued under 45 C.F.R. 164.402 and the standard applied under section 501.171(1)(a), Florida Statutes. Encryption key management shall be documented and made available to the ISM upon request, and the Contractor shall not store encryption keys in the same logical location as the State Data they protect.
- g. The Contractor must employ traffic and network monitoring software and tools on a continuous basis to provide methods to flag client data to exclude protected health information from data exchanges as approved by the Department, and to comply with client rights under the HIPAA Privacy Rule for: (1) requests for restriction of the uses and disclosures of PHI, 45 C.F.R. 164.522(a); (2) requests for confidential communications, 45 C.F.R. 164.522(b); and (3) requests for amendment of PHI, 45 C.F.R. 164.526.

B-6. Security Incidents, Breach Notification, and Loss of Data

- a. The Contractor, its employees, subcontractors, Subprocessors, and agents shall provide notice to the Department's Information Security Manager (ISM) and Contract Manager of any Incident without unreasonable delay and in no event later than twelve (12) hours after discovery; where the Incident involves ransomware, extortion, or demand for payment, no later than six (6) hours after discovery. The notice shall include, to the extent known and supplemented as learned: a summary of the facts; the date, location, and status of the most recent backup of affected State Data and whether it was created using cloud computing; the types of data involved; estimated fiscal impact; and any ransom demanded. The Contractor shall preserve all logs, images, and forensic artifacts related to the Incident, shall not remediate in a manner that destroys evidence where avoidable, shall provide the department access to relevant logs during an investigation, and shall cooperate with the Department's reporting duties under s. 282.318, F.S., including cooperation with the FLDS Cybersecurity Operations Center and the FDLE Cybercrime Office. The Contractor shall designate a security point of contact reachable 24/7 and keep it current with the ISM.
- b. In the event of loss of any State Data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at the Contractor's sole expense, in addition to any other damages the Department may be entitled to by law or under this Purchase Order.
- c. In the event lost or damaged data is suspected, the Contractor will perform due diligence, report its findings to the Department, and perform efforts to recover the data. If the data is unrecoverable, the Contractor shall pay all related costs associated with the remediation and correction of the problems engendered by the loss.
- d. Failure to maintain security that results in a data release will subject the Contractor to the administrative sanctions for failure to comply with section 501.171, F.S., together with any costs to the Department of such breach of security caused by the Contractor.

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- e. Where protected health information is involved, the notification requirements of Attachment A also apply.

B-7. Security Testing and Continuous Monitoring

- a. If State Data will reside in the Contractor's system, the Contractor shall obtain at its own expense an annual penetration test of the production environment in which State Data resides, or of an environment that is configuration-identical to production, performed by a qualified independent third party. The Contractor shall deliver to the ISM, within thirty (30) days of completion and without requirement of Department request, an executive summary identifying the scope and environment tested, all findings by severity, and the remediation status of each finding. The Contractor shall retest all critical and high severity findings following remediation and shall report the retest results to the ISM. The Contractor shall perform vulnerability scanning of that environment no less than monthly, and shall remediate confirmed findings affecting State Data within the following timeframes after discovery: critical, thirty (30) calendar days; high, sixty (60) calendar days; medium, ninety (90) calendar days. Where remediation within these timeframes is not technically feasible, the Contractor shall notify the ISM in writing, identify the compensating controls in place, and provide a remediation plan and date for the Department's acceptance. The Contractor shall notify the ISM within five (5) business days of identifying any critical or high severity finding affecting State Data. The Department reserves the right to conduct its own assessment, subject to reasonable coordination.
- b. The Department may conduct an initial information technology security rating score scan on the Contractor, as well as periodic or continuous security monitoring through an information security rating service, at the Department's expense, to enable the Department to effectively measure and mitigate the Contractor's security risks. The Contractor will work with the Department's security rating score provider to define the relevant Contractor assets providing Department services. If the Contractor's security rating falls below the threshold specified in the Purchase Order, or, if no threshold is specified, below the equivalent of the rating service's second-highest rating tier, the Contractor shall provide the ISM a written remediation plan within thirty (30) calendar days. Failure to provide a plan, or failure to execute an accepted plan, may subject the Contractor to liquidated damages or other applicable sanctions as specified in the Purchase Order.
- c. The Contractor shall maintain, on a continuous basis, at a minimum: endpoint detection and response (EDR) on all systems that store, process, or transmit State Data; centralized collection of security logs with automated alerting to designated incident response personnel; intrusion detection and prevention at the network perimeter and within the environment hosting State Data; email security controls including anti-phishing, attachment inspection, and sender authentication; and controls preventing execution of unapproved software. The Contractor shall keep all detection signatures, models, and definitions current in accordance with vendor guidance. Security logs and audit records shall capture authentication successes and failures, administrative and privileged actions, account and permission changes, and access to, export of, or deletion of State Data; shall be retained not less than one (1) year and consistent with applicable retention schedules; shall be protected against modification and deletion, including by Contractor personnel; and shall be provided to the Department upon request and during any Incident investigation at no charge.^d The Contractor shall notify the ISM in writing within ten (10) business days of any of the following: a qualified or adverse opinion in any SOC 2 examination covering services under this Purchase Order; loss, suspension, or lapse of any security certification or accreditation relied upon by the Department; a security incident at any Subprocessor affecting State Data; or a material change in the hosting location or architecture of any system storing, processing, or transmitting State Data.

B-8. Development Requirements

This Section applies if the Contractor solution or service includes interoperability with the Department's information technology enterprise or custom application development.

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- a. The Contractor shall provide the Department, providers, and others as identified in this Purchase Order with the necessary software to execute the requested system.
- b. The Contractor's software, when implemented, shall meet the implementation day's industry best practices and standards, including NIST and World Wide Web Consortium (W3C) standards, which includes development tools.
- c. The Contractor shall develop a system that allows Department staff to access the system from the Department network and mobile devices.
- d. The Contractor shall allow Department access to the data for reporting purposes. Data exports shall comply with the National Information Exchange Model (NIEM) format where the Department so specifies.
- e. The Contractor's architecture and design document will be reviewed by the Department's information technology unit before coding starts. This will require a presentation by the Contractor's architect.
- f. Comments will be used in the code to help other developers understand the coding methodology and logic used. Proper exception handling is required. Usage of session and cache should be limited. Hard coded values are not allowed for referencing the shared resource address and name, including uniform resource locator names, file paths, email addresses, and database connection strings.
- g. Any website shall be Section 508 compliant, shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, and shall follow W3C industry standards and best practices. Any website shall contain the Department header and footer currently in use on elderaffairs.org.
- h. Internet applications must be compatible with all internet browsers recognized by the World Wide Web Consortium. The Contractor shall deploy the system to be browser agnostic while keeping up with the most current versions of internet browser releases in coordination with Department information technology standards. Compatibility is required by the Contractor with all supported versions within six (6) months of a browser's official release.
- i. All code shall be submitted to the Department by the Contractor for standards review prior to user testing. This code review requires a presentation by the Contractor's coder.
- j. The Contractor's test plan shall be approved in advance by the Department. The system will be tested on and off site using different browsers and different devices.
- k. The following documents are required as part of the Contractor's application development: architecture design; security model; technical specifications; database entity relationship diagram; data dictionary; user documentation; test plan; deployment plan; and maintenance requirements.
- l. The Contractor shall ensure that software applications obtained, purchased, leased, or developed are based on secure coding guidelines, such as the Open Web Application Security Project (OWASP) secure coding principles and the CERT secure coding standards.
- m. The Department's current technical environment will be specified in Attachment 2, Statement of Work, or provided to the Contractor by the Department's information technology unit. The Contractor shall design and deliver in conformance with that environment.

B-9. Disaster Recovery

This Section applies if the Contractor hosts or operates a production system containing State Data.

- a. The Contractor shall develop and maintain a disaster recovery plan for restoring the application software and current master files and for hardware backup in the event the production systems are disabled or destroyed. The disaster recovery plan shall limit service interruption to a period of twenty-four (24) clock hours and shall ensure compliance with all requirements under this Purchase Order. The records backup standards and a comprehensive disaster recovery plan shall be developed and maintained by the

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Contractor for the entire period of this Purchase Order and submitted for review annually by the anniversary date of this Purchase Order.

- b. The Contractor shall maintain a disaster recovery plan for restoring day-to-day operations, including alternative locations for the Contractor to conduct the requirements of this Purchase Order. That plan shall likewise limit service interruption to a period of twenty-four (24) clock hours.
 - c. . The Contractor shall maintain backups of State Data sufficient to meet a recovery point objective of not more than four (4) hours. Backups shall be performed no less than daily, stored in a location geographically separated from the primary hosting environment, and encrypted consistent with Section B-5. The Contractor shall maintain at least one backup copy in an immutable or logically air-gapped form that cannot be altered or deleted using administrative credentials from the primary environment.
 - d. The disaster recovery plan shall be finalized no later than thirty (30) calendar days prior to the Purchase Order effective date. The Department shall review the Contractor's disaster recovery plan during any readiness review.
 - e. The Department, at its discretion, reserves the right to direct the Contractor to amend or update its disaster recovery plan in accordance with the best interests of the Department and at no additional cost to the Department.
 - f. The Contractor shall make all aspects of the disaster recovery plan available to the Department at all times.
 - g. The Contractor shall conduct an annual disaster recovery plan test and submit the results for review to the Department with the annual plan submitted under paragraph a. above. The Contractor shall also test restoration of State Data from backup no less than annually, as an exercise distinct from the plan test, and shall include the results in the same submission.
- B-10. Mobile Applications and Social Media**
- a. The Contractor shall receive written approval from the Department before implementation of a smartphone or mobile application. If the Contractor uses such applications to allow providers or clients direct access to Department-approved documents or content, the application shall disclaim that the application being used is not private and that no protected health information or personally identifiable information should be published on the application by the Contractor, the provider, or the client.
 - b. All social networking applications, tools, media interactions, and communications relating to this Purchase Order must be approved in writing by the Department prior to use. Any Contractor using social networking applications is responsible and accountable for the safeguarding of protected health information, and all HIPAA Privacy Rule related information must be maintained and monitored.
 - c. In addition to all other review and monitoring aspects of this Purchase Order, the Department, at its discretion, reserves the right to monitor or review the Contractor's monitoring of all social networking activity without notice.
 - d. The Contractor shall not conduct business relating to this Purchase Order that involves the exchange of personally identifying, confidential, or sensitive information on the Contractor's social network application. The Contractor shall not post information, photographs, links, or other items online that would reflect negatively on any individual, the Department's clients, the Department, or the State.
 - e. Any violation of this Section shall subject the Contractor to administrative action by the Department as determined by the Department.

B-11. Inspection of Records and Work Performed

- a. The Department and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's premises, or other places where duties under this Purchase Order are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Department and federal auditors, including auditors acting pursuant to 45 C.F.R.

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Part 95 and 2 C.F.R. Part 200 where applicable, shall have full access to and the right to examine any said records and documents.

- b. The Contractor shall retain all financial records, client records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to performance under this Purchase Order for the period required by the Purchase Order and the General Records Schedules maintained by the Florida Department of State, or, if an audit has been initiated and audit findings have not been resolved at the end of that period, until resolution of the audit findings.
- c. Refusal by the Contractor to allow access to all records, documents, papers, letters, other materials, or on-site activities related to Purchase Order performance shall constitute a breach of this Purchase Order.
- d. The right of the Department and its authorized representatives to perform inspections shall continue for as long as the Contractor is required to maintain records. The rights of access in this Section are not limited to the required retention period but last as long as the records are retained.
- e. The Contractor shall be responsible for all storage fees associated with all records maintained under this Purchase Order. The Contractor is also responsible for the destruction of all records that meet the applicable retention schedule, and shall adhere to established information destruction standards such as those in NIST Special Publication 800-88, Revision 1, "Guidelines for Media Sanitization." Upon Department request during the term, and upon expiration or termination of this Purchase Order for any reason, the Contractor shall provide the Department a complete machine-readable export of all State Data, including attachments, configuration, integration and workflow definitions, and metadata, in a documented non-proprietary format, within thirty (30) days. Any charge for export must be disclosed prior to execution; undisclosed charges may not be assessed. The Contractor shall not destroy, delete, or render inaccessible any State Data until the Department confirms receipt of a complete and usable export in writing, and shall thereafter furnish the Information Security Manager a written certificate of destruction within thirty (30) days. This paragraph survives expiration or termination of this Purchase Order.
- f. Failure to retain all records as required may result in cancellation of this Purchase Order. The Department shall give the Contractor advance notice of cancellation pursuant to this provision and shall pay the Contractor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Purchase Order. Performance by the Department of any of its obligations under this Purchase Order shall be subject to the Contractor's compliance with this provision.
- g. In accordance with section 20.055, F.S., the Contractor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review, or hearing, and shall grant access to any records, data, or other information the Office of the Inspector General deems necessary to carry out its official duties.

B-12. Acronyms

BAA, Business Associate Agreement. CAP, Corrective Action Plan. C.F.R., Code of Federal Regulations. DPPA, Driver Privacy Protection Act. FAC, Florida Administrative Code. FIPS, Federal Information Processing Standards. FS, Florida Statutes. HIPAA, Health Insurance Portability and Accountability Act. HITECH, Health Information Technology for Economic and Clinical Health. ISM, Information Security Manager. IT, Information Technology. NIEM, National Information Exchange Model. NIST, National Institute of Standards and Technology. OWASP, Open Web Application Security Project. PHI, Protected Health Information. PII, Personally Identifiable Information. PL, Public Law. SFTP, Secure File Transfer Protocol. SOC, Service Organization Controls. SSL, Secure Sockets Layer. TLS, Transport Layer Security. URL, Uniform Resource Locator. U.S.C, United States Code. W3C, World Wide Web Consortium. WCAG, Web Content Accessibility Guidelines.

FLORIDA DEPARTMENT OF ELDER AFFAIRS
Standard HIPAA, Information Technology Data Security, Background Screening Terms and Conditions

Attachments A, B, and C to the Standard Purchase Order Terms and Conditions, *Revised 9/2026*

ATTACHMENT C
Background Screening Requirements

If applicable, the parties to this Attachment agree to the following provisions:

C-1. Level 2 Screening of Direct Service Providers

Except as provided in section 430.0402(2), F.S., level 2 background screening pursuant to Chapter 435, F.S., and section 430.0402, F.S., is required for all direct service providers. Background screening includes employment history checks as provided in section 435.03(1), F.S., and local criminal records checks through local law enforcement agencies. Level 2 screening standards under section 435.04(1)(a), F.S., include but need not be limited to fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

C-2. Definition of Direct Service Provider

For purposes of this Attachment, "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in section 817.568, F.S. The term includes coordinators, managers, and supervisors of residential facilities and volunteers.

C-3. Screening for Access to Sensitive Information

The Contractor shall ensure that all Contractor employees, including managing employees, who have direct access to personally identifiable information, protected health information, or financial information maintained by or on behalf of the Department have completed a county, state, and federal criminal background screening comparable to a level 2 background screening as described in section 435.04, F.S., with results received prior to being granted access. If the Contractor is not authorized under law to conduct a level 2 background screening, completion of a level 1 background screening as defined in section 435.03, F.S., is acceptable.

"Direct access" means having, or being expected to have, duties that involve access to personally identifiable information, protected health information, or financial information by any means, including but not limited to network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.

C-4. Timing

Screening must be completed, with results received, before the individual provides any direct service or is given access to client information. If the individual was employed by the Contractor prior to acceptance of the Purchase Order, the Contractor shall ensure that screening is completed with results received prior to the individual accessing client personally identifiable information, protected health information, or financial information.

C-5. Disqualification and Exemptions

Any individual with background screening results identifying an offense listed in section 430.0402(5), F.S., section 435.04(2), F.S., or section 435.07(4)(c), F.S., or results related to the criminal use of personal identification information as described in Chapter 817, F.S., must be denied employment in a covered role or immediately dismissed from performing services under the Purchase Order, unless an exemption from disqualification has been granted in accordance with section 435.07, F.S. An exemption, if granted, allows the applicant to be considered for employment but does not alter the individual's criminal history.

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C-6. Exceptions, Attestations, and Records

- a. Level 2 background screening is not required for the direct service providers identified in section 430.0402(2), F.S., including licensed physicians, nurses, and other professionals licensed by the Department of Health who have been fingerprinted and undergone background screening as part of their licensure, and attorneys in good standing with The Florida Bar, in each case if the individual is providing a service that is within the scope of his or her licensed practice, and relatives of the client.
- b. The Contractor shall obtain from each candidate the attestation required by section 435.05(2), F.S., on the Department's designated form, and shall maintain the attestation in the candidate's personnel file.
- c. The Contractor shall keep a record of all background screening records and shall make them available for Department review upon request.
- d. The Contractor shall use the Care Provider Background Screening Clearinghouse established under section 435.12, F.S., as directed by the Department.

C-7. Consequences of Noncompliance

Pursuant to section 430.0402(3), F.S., refusal on the part of an employer to dismiss a manager, supervisor, or direct service provider who has been found to be in noncompliance with the standards of section 430.0402, F.S., results in the automatic denial, termination, or revocation of the license or certification, rate agreement, purchase order, or contract, in addition to any other remedies authorized by law.

C-8. Cost and Flow Down

The Contractor is responsible for the cost of all background screening required under this Attachment. The Contractor shall include the requirements of this Attachment in all subcontracts under the Purchase Order to the extent applicable to the subcontractor's scope of work.