

Point of Care Model EHR Demonstration

FY 2008 – 2009 Grants Program Requirements

Request for Applications

Beginning October 3, 2008, the Florida Agency for Health Care Administration (Agency) will solicit applications for Point of Care Model Electronic Health Record (EHR) grants. The Point of Care Model EHR Grant Program provides support to advance Florida's health information infrastructure consistent with program objectives authorized by the Florida Legislature, subject to the availability of funds. The Agency will issue no more than two grants in FY 2008-2009 and may issue one grant.

Point of Care Model EHR Grant Program Objectives

The purpose of the program is to provide support for the deployment of an electronic health record system in outpatient clinics for improved case management of patients that could serve as a model for implementation in other clinics in Florida. The goals of the project include providing access to patient medical records for case management, demonstrating and evaluating the cost-effectiveness of the software deployed in supporting case management of patients, encouraging appropriate utilization of outpatient clinic services resulting in a reduction of emergency department visits, and a demonstrated reduction of health care costs.

The electronic health record system must capture patient information at the point of care for patient management, provide real-time access to that information, ensure that electronic health records are accessible to all participants, and provide a standardized format for health care procedures and reporting of patient information. Applicants should clearly demonstrate how their technical solution is effective in case management and reducing health care costs.

Schedule of Important Dates

Activity	Dates
Call for applications begins	October 3, 2008
Written questions accepted	October 3, 2008 – October 17, 2008
Letters of intent due	October 17, 2008
Answers to questions posted	On or about October 24, 2008

Applications Deadline

5:00 p.m. November 3, 2008

Funded Period

January 1, 2009 – June 30, 2009

Grant Program Description

The purpose of the grant program is to provide assistance to eligible organizations to deploy outpatient clinic information technology emphasizing case management. A goal of the program is to demonstrate model health information technology systems that have widespread applicability.

Applicants must demonstrate a plan of action that describes the technical solution to be employed, how the electronic health record (EHR) system will be implemented in outpatient clinics, the type and amount of training and technical support that will be offered and how outcomes will be measured. The recommended technology solution should have a demonstrated record of proven success in case management and health care cost reduction in outpatient clinics. The applicant must clearly present how the proposed electronic health record system will drive these outcomes. Preference will be given to applicants whose plan maximizes the number of physicians with access to the electronic health record system, demonstrates a return on investment in terms of cost reduction and that includes a viable fiscal model for continued sustainability of the system. Preference will be given to applicants who propose deployment of the technical solution in community-based outpatient clinics that specialize in primary care services, serve a diverse clientele including Medicaid recipients, and are not limited to a single private practice.

The electronic health record system that is deployed must capture patient information at point of care for patient care management and provide real-time access to that information to all participants in the project. Applicants should also demonstrate how they will make electronic health records accessible to all participants, both physicians and patients in standardized format. Applicants must clearly specify the participants who will have access to patient management data such as physicians, social workers, admitting staff and others, how the system controls access, and the role of various participants in case management. Preference will be given to systems that provide consumers friendly access to their data and involve the consumer in chronic care management.

The electronic health record system must provide data storage and retrieval capabilities that will support information at the point of care to be utilized as part of clinical decision-making. Preference will be given to applicants who can offer interoperability with all participants, for example through the use of an Application Service Provider (ASP) model of an electronic health record system that will manage real-time storage and access capability for all participants. Preference will also be given to applicants who can provide interoperability with a local

health information exchange, if one exists in the community, so that physicians who are not participants in the project can contribute and retrieve patient information. The proposed technical solution must have a record of proven success in achieving case management objectives from operational experience in outpatient clinics. It must be Certification Commission for Healthcare Information Technology (CCHIT) certified and include electronic prescribing functionality. Applicants must name the selected CCHIT certified vendor in their application, provide a memorandum of understanding (MOU) with the vendor to participate in the proposed project according to the terms of the proposal, and submit documentation that the vendor is CCHIT certified with their application. The proposal should describe how the system is backed up, and how the system would continue to operate in an emergency.

Applicants must submit their privacy policies governing the proposed electronic medical record system, including but not limited to, policies addressing when patient consent will be obtained and how it will be documented, role-based access authorizations, release of identifiable data for non-treatment purposes, and how patients can obtain information about their records.

In their proposal, applicants should demonstrate how their implementation will reduce health care costs in the community and will lower the number of visits to area emergency rooms for non-emergency care. Applicants should include a plan to encourage patients to use the outpatient clinic for non-emergency situations rather than the emergency department. Applicants may also include in their proposal a plan to deploy their electronic health record system to other clinics in Florida. The applicant should clearly demonstrate the scalability of the technology platform and indicate how the system will maintain interoperability among participants.

The applicant must provide a detailed business plan for the point of care electronic health record service, discuss how revenue would be generated from operations, project the market and potential earnings for the service, and marketing plans.

The proposed project must include a plan for a comprehensive assessment and evaluation of the project. The project must include a comprehensive assessment of operations to be completed during the funding period. The assessment must address operational performance including volume of queries, and practitioner utilization. The applicant must specify objectives regarding operational performance and utilization using required operational metrics for each phase of the project during the funding period. See Required Reports for operational metrics that must be tracked and reported during the funding period.

The evaluation component must assess the extent to which the project is successful in reducing emergency room visits, promoting outpatient clinic use, and reducing health care costs that exceed the operational costs of the program.

The evaluation component must also address the impact of the system on health outcomes and may also address provider and patient satisfaction.

Eligible Organizations

- Florida-based public and private institutions such as hospitals or outpatient clinics
- Units of local governments (municipal or county)
- Health plans
- Information technology providers
- Other key stakeholders in health care

Groups of organizations (i.e., a consortium) are encouraged to apply, but a single, lead institution must apply on behalf of the group. Not-for-profit and for-profit organizations may apply; however, no work shall be performed outside of the United State or its territories.

Matching Grants

All funding will be awarded in the form of 50/50 matching grants. That is, funds will be given to support up to 50% of the cost of an eligible project or category, with the other 50% to be provided by the grant recipient (grantee) in the form of cash or donated materials and services with a specific cash value.

In computing the grant match, please note that while direct administrative costs for conducting activities will be considered allowable expenditures, indirect administrative charges or overhead must not be included. Lobbying expenditures must not be included in the grant match. The value of in-kind and donated services should reflect a typical fair market value that you would pay if you were purchasing such service. Please be aware that funds expended or services and materials donated prior to the completed signing of the grant award agreement will not be credited to your grant award.

Inquiries and Contacts

All inquiries must be submitted by e-mail to FLHII@ahca.myflorida.com. See the **Schedule of Important Dates** for submission deadlines.

Answers to questions received before the deadline will be available on the Agency website at: www.fhin.net/POCGrant as indicated in the Schedule of Important Dates. Applicants are responsible for checking the website regularly throughout the application, evaluation, and award process for any announcements.

Applicants may not contact Agency personnel for grant application advice. Any violation of this requirement may result in applicant disqualification.

All general correspondence relating to the grant program should be directed to:

POC Model EHR Grants Program
Florida Center for Health Information and Policy Analysis
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #16
Tallahassee, FL 32308.

Letters of Intent

Applicants must provide a letter of intent to submit a proposal. Each letter of intent must include:

- 1) The name of the organization proposing to submit an application.
- 2) The applying organization's street address and telephone number.
- 3) The name, title, telephone number and e-mail address of the principal point of contact representing the applying organization.

All letters of intent must be submitted by e-mail to FLHII@ahca.myflorida.com. See the Schedule of Important Dates for submission deadlines.

Applications

Applications for a POC EHR Grant will be available beginning October 3, 2008. The application format and instructions will be posted on the Agency website at: www.fhin.net/POCGrant.

Required application components and page limitations are indicated below:

Application Components and Page Limitations

Section	Category	Page Limit	Comment
A	Title Page and Certification	1	Required
B	Table of Contents	1	Required
C	Applicant Information	1	Required
D	Project Summary	1	Required
E	Budget Summary	1	Required
F	Budget Narrative/Justification	No limit	Required
G	Biographical Sketches	2 per person	Required
H	Organizational Description	1 per entity	Required
I	Project Narrative	8	Required
J	Business Plan	5	Required

K	Technical Narrative	5	Required
Appendices	Letters of Support	No limit	Optional
	Subcontractor Agreements	No limit	If applicable
	Consultant Agreements	No limit	If applicable
	Health Information Exchange (HIE) Agreements	No limit	If applicable
	Privacy and Security Policies	No limit	Required
	Documentation of Liability Insurance	No limit	Required
	CCHIT Certification of Selected Vendor	No limit	Required
	MOU with Selected CCHIT Certified Vendor	No limit	Required

The page limitation is 30 total pages excluding appendices.

Note: Applications that do not provide a budget justification detailing how the budget amounts were calculated may be rejected as non-responsive.

The application deadline is November 3, 2008. To be considered for funding, the original, one paper copy and one electronic copy of the application must be delivered to the Agency for Health Care Administration offices at 2727 Mahan Drive, Mail Stop #16, Tallahassee, Florida 32308 on or before 5:00 p.m., November 3, 2008. The electronic copy must be submitted on a CD using a Word document and one pdf document for all attachments. No applications will be accepted via e-mail. All applications submitted to the Agency shall be available for public inspection and are subject to the Public Records Law (Chapter 119, Florida Statutes).

Application Review and Project Selection

All eligible applications will be evaluated on a competitive basis by an Evaluation Panel of the Health Information Exchange Coordinating Committee (Committee) established by the State Consumer Health Information and Policy Advisory Council (Council). The Panel will consist of Committee members and may include special advisors approved by the Council who have technical expertise in health information technology, health care, or research methodology and program evaluation.

If requested by the Committee, applicants will be required to present their proposals to the Committee at a public meeting. The date, time and location of the meeting will be announced on the website no later than 7 days prior to the meeting at: www.fhin.net/POCGrant. Any cost incurred to make the presentation will be the applicant's responsibility.

The Evaluation Panel will review each application and rank the applications in priority order. The Panel recommendations will be presented to the Health Information Exchange Coordinating Committee who will consider and forward its

recommendations for award to the Advisory Council. The Advisory Council will act on the recommendations and advise the Secretary of the Agency for Health Care Administration.

The Secretary will make the final decisions regarding awards, relying heavily upon the Committee's recommendations and the availability of funds.

Project Selection Criteria

Applications will be evaluated using the following criteria:

- 1) Organizational assets and stakeholder inclusiveness (15 points) – Must have active support from key community stakeholders, a well-organized oversight structure and clear privacy and security policies for the EHR system.
- 2) Project impact on care management and cost reduction (15 points) – Must clearly describe how the electronic health record system will impact patient care, achieve costs savings through case management and propose an approach for measuring the system's impact on patient care.
- 3) Business plan (10 points) – Must include a description of the revenue generating potential of the electronic health record model, an assessment of the market readiness of the medical community and proposed plans for marketing the service after project completion.
- 4) Qualifications of project staff (10 points) – Must have qualified staff with sufficient hours applied to project work.
- 5) Budget realism (10 points) – Must bring matching money sufficient to start-up project and set realistic objectives.
- 6) Project plan and sustainability (25 points) – Must clearly describe how the project will recruit clinics, integrate the electronic health record system within the clinic workflow, train physicians and staff, provide technical support and achieve sustainable operations.
- 7) Technology Implementation (15 points) – Must propose a technical solution with the ability to capture patient information at the point of care for patient management and provide real-time access to the information for all participants involved in case management. Preference is for a solution that offers broad interoperability such as connection with local health information exchange and diverse organizations. The proposed technical solution must have a proven track record and be CCHIT certified.

Non-Allowable Costs

Funds appropriated from any source for this program must not be used to fund the construction of facilities, renovation or remodeling. Other disallowed costs are: international travel, vehicles, entertainment, dues or membership fees, office furniture, meals, and malpractice insurance premiums.

Award Amounts and Award Period

Grant awards will not exceed \$100,000. Awards are contingent upon the appropriation of funds by the Legislature.

All expenses for funded activities must be incurred within the grant funding period and must be incurred prior to June 30, 2009. Funds may not be used for work incurred prior to the execution of a grant agreement. Grant funds will be dispersed on a quarterly basis.

Grant Award Agreement

All grant awards will be made by formal grant award agreement. This agreement shall be prepared by the Agency and shall contain by reference all regulations, rules and other conditions governing the grant award.

Award Terms and Conditions

The Agency requires a Grant recipient (Grantee) to agree to certain legally enforceable terms and conditions. Grantees are expected to account for the expenditure of grant funds and for the performance of work as agreed upon in a timely manner. Funds may only be used for expenditures necessary to carry out the approved project activities. At the end of the final term of the grant, unexpended funds shall be returned to the Agency.

The proposal submitted by the applicant including any modifications prior to award and amendments after the award will be incorporated by reference as part of the grant award agreement. Grantees must comply with the following terms and conditions to receive and maintain grant awards.

Required Reports: The Grantee will provide reports to the Agency for the purposes of accountability and compilation of information for the Governor and Legislature. Each Grantee shall prepare and submit quarterly financial reports, monthly narrative reports, and technical reports as outlined in the **Schedule of Deliverables**.

All Grantees shall submit a narrative monthly status report highlighting significant activities, accomplishments, and barriers or delays in achieving project objectives and corrective measures. Monthly reports should be clearly linked to the project timeline and business plan and should provide an assessment of how well the project is staying within the timeline and meeting the goals of the business plan.

All Grantees must submit an invoice for grant payment and a detailed financial report must be submitted for interim and final grant payment. The financial report must clearly identify all payments for services rendered, administrative costs, and donated and in-kind costs at the line-item level. Invoices must follow the template supplied by the Grantor, and must be rigorous enough to pass a Generally Accepted Accounting Principles (GAAP) financial audit.

An interim and final technical report (see schedule of deliverables) is required that must include operational metrics on the implementation of the point of care system including:

- 1) The number and a directory of authorized participating clinics that have data feeds with the electronic health record system. This includes the physical location of clinics.
- 2) The number of physicians, nurses, staff or other individuals authorized to use the electronic health record system, counted as the number of unique logins to the system. Identify their roles, and any limits placed on authorized users access to records.
- 3) A directory of other data feeds to the electronic health record system, if applicable. These could include sources for demographic data, lab, radiology, diagnostic, pharmacy or prescription data, and any other sources. Include the name of the entity providing the data.
- 4) A table of the total number of queries to your system and the total number of returned queries by respective type of data source.

The technical report will include a brief narrative that describes your technical infrastructure and related management issues. This report must include:

- 1) A narrative describing stakeholders and issues relating to effective stakeholder development.
- 2) Discussion of how technology was integrated into the clinic workflow, and a report on training or technical support issues.
- 3) A description of the scope of all data sources and data feeds, either in production or from a health information exchange using an interface.
- 4) The technical specifications of the data fields collected and stored in the electronic health record (for example, minimum data set) and other information exchanged from other data sources, if applicable.

- 5) Other supporting technical information necessary to provide a comprehensive understanding of your technical infrastructure, and related management issues, including screen shots of the electronic health record desktop.

All reports must be prepared according to the format specified by the Agency and may be posted to the Agency website as determined by the Agency. The Grantee will make an oral presentation on the status of the project to the Health Information Exchange Coordinating Committee if requested by the Agency. Financial reports will include a description of expenditures from any institutional match. All grant financial and accounting administration must comply with Generally Accepted Accounting Principles (GAAP). Failure to comply with reporting requirements may result in non-payment and/or termination of the grant.

Schedule of Deliverables

Deliverable	Due Date
Commencement of Project Report & Invoice	January 10, 2009
Monthly Narrative Reports	End of Month
Interim Technical Report through March 31 , 2009	April 10, 2009
Financial Report & Invoice through March 31, 2009	April 10, 2009
Final Report & Presentation through June 30, 2009	July 10, 2009
Financial Report & Invoice through June 30, 2009	July 31, 2009

Final Reports: Within 10 days of the conclusion of the grant, the Grantee shall provide a final report covering the entire grant period. The final report will include a description of project accomplishments, lessons learned, and unresolved issues. The final report shall clearly document the extent to which the project achieved a reduction in emergency room visits, increased outpatient clinic use, and produced health care cost savings that exceed the operational costs of the program. The final report must also address the impact of the system on proposed selected health outcomes and may also address provider and patient satisfaction. The final report must include a comprehensive assessment of operational performance including a final quarterly technical report and an assessment of market potential of the point of care model. The report shall describe the sustainability plan to maintain operations after the completion of the grant. The Grantee shall present an overview of the final report to the Health Information Exchange Coordinating Committee at a meeting to be scheduled by the Agency.

No-Cost Extensions: If necessary, grantees may request a one-time 30 day no-cost extension. The request must be submitted by June 1 for an extension of the Final Report deadline to August 10.

Amendment: Any type of budget amendment, including changes in the project activities, designs or plans, or changes in key personnel, must be detailed in the required monthly report, and is subject to Agency approval. Adequate written justification and Agency approval are required on grant amendments except as follows: budget amendments creating or deleting line items or transferring monies between line items may be done once without prior written Agency approval so long as such amendments do not change a line item more than 20% of the grant amount where changes in grant funded line items occur, or not more than 20% of the applicant funded amount where changes in the applicant funded line items occur except that increases in applicant funded amounts do not require approval. The Agency reserves the right to review these budget amendments, to reject any disallowed costs or to require further justification. The Agency will make all reasonable efforts to approve or deny budget amendment requests within 30-days of receipt of the request.

Monitoring: The Grantee must permit persons duly authorized by the Agency to inspect any records, papers, documents, facilities, and/or goods and services of the Grantee that are relevant to this grant, and/or interview any clients and employees of the Grantee to assure the Agency of satisfactory performance of the terms and conditions of this grant. Following such evaluation, the Agency will deliver to the Grantee a written report of its findings and will include written recommendation with regard to the Grantee's performance of the terms and conditions of this grant. The Grantee will correct all noted deficiencies identified by the Agency within the specified period set forth in the recommendations. The Grantee's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Agency, result in any one or a combination of the following: (1) the Grantee being deemed in breach or default of this agreement; (2) the withholding of payments to the Grantee by the Agency; and (3) the termination of this grant for cause. The Agency shall have reasonable access without notice to the grant-funded program and all records and information necessary to ensure compliance.

Retention of Records: The Grantee shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this grant for a period of five (5) years after termination of the grant, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or litigation which may be based on the terms of this grant. The Grantee shall maintain all supporting documentation for costs reported in the Financial Reports submitted to the Agency.

Access to Records: The Grantee must assure that records related to the grant will be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the Agency. Persons duly authorized by the Agency shall have full access to and the right to examine any of the Grantee's grant and related records and documents, regardless of the form in

which kept, at all reasonable times for as long as records are retained. Upon termination of the grant, and at the request of the Agency, the Grantee will cooperate with the Agency to facilitate the duplication and transfer of any said records or documents during the required retention period. The Agency unilaterally reserves the right to terminate this grant if the Grantee refuses to allow public access to all documents, papers, letters, or other materials subject to provision of Chapter 119, Florida Statutes, made or received by the Grantee or its contractor in conjunction with this grant.

Method of Payment: This grant has a fixed payment schedule. Payment shall be requested by invoice using the lead institution's invoice form. The invoice must include the name of the project and the agreement number as assigned by the Agency. The Grantee shall forward invoices and reports to the Agency by the due dates stated in the Schedule of Deliverables outlined above. **Invoices will not be accepted without prior or concurrent submission of required reports listed in the Schedule of Deliverables.** Payments will be contingent on Grantee compliance with the Grant Award Agreement. Failure to submit the invoice and all required reports listed in the Schedule of Deliverables by the due date(s) may result in reduction of award, nonpayment, and/or termination. Failure to comply with all reporting requirements indicated will have a negative effect on the Grantee's future renewals or funding opportunities and may result in termination of the grant.

Total Payments: Total payments to the Grantee shall not exceed the total outlined in the award letter(s).

Project Budget: The Grantee shall develop a system for tracking all project costs incurred. All expenses paid for with grant funds must be directly related to the project. Any grant funds utilized for purposes outside of the approved budgets will be considered an overpayment and returned to the Agency. The Agency will not be responsible for any cost incurred prior to the award date. Only grant costs incurred during the active grant period are eligible for payment.

Property/Equipment/: All property and equipment purchased with grant funds must be (1) necessary to carry out the proposed project and as appropriately justified by letter to the Agency; (2) inventoried and tracked throughout the life of the grant; and (3) protected with appropriate insurance and security safeguards. Property and equipment is defined as non-expendable, tangible property having a useful life of more than one year and valued at \$2,500 or more. The Grantee shall maintain inventory records for all property and equipment purchases. All property and equipment must be purchased prior to April 30, 2009, unless prior written approval has been obtained from the Agency.

Fiscal Accountability: Grantee must establish a system to provide adequate fund accountability for each project that is awarded. The system must meet Generally Accepted Accounting Principles (GAAP). The Grantee shall not commingle grant funds with other personal or business accounts. The Grantee must

not use funds provided by the Agency to supplant or replace funds from existing resources.

Return of Funds: The Grantee must return to the Agency any overpayments due to late or non-submission of the required reports, funds disallowed pursuant to the terms of this grant that were disbursed to the Grantee by the Agency, or unused funds at the end of the grant period, including any no-cost extensions. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within 40-calendar days without prior notification from the Agency. In the event that the Agency first discovers an overpayment has been made, the Agency will notify the Grantee by letter of such a finding. Should repayment not be made in a timely manner, the Agency will reduce any future payments by the overpaid amount.

Florida Single Audit Act Annual Financial Audit: The Grantee shall comply with the provisions of the Florida Single Audit Act (section 215.97, Florida Statutes).

Lobbying: Grantee shall comply with section 216.347, Florida Statutes, which prohibits the expenditure of grant funds for lobbying the Legislature, judicial branch or a state agency. Expenditures for lobbying shall not be counted toward the 50 percent match required from grant recipients.

Assignment and Sub-grants: The Grantee shall neither assign the responsibility of this grant to another party nor subcontract for any of the work contemplated under this grant without prior written approval of the Agency. Any sub-license, assignment, or transfer otherwise occurring shall be null and void. The Grantee shall be responsible for all work performed and all expenses incurred with the grant project. If the Agency permits the Grantee to subcontract all or part of the work contemplated under this grant, including entering into subcontracts with vendors for services and commodities, it is understood by the Grantee that the Agency shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. To the extent permitted by Florida law, the Grantee, at its expense, will defend the Agency against such claims.

Financial Conflict of Interest: The Grantee shall have in place an administrative process to identify and resolve financial conflicts of interest that may affect the objectivity of the proposed project. The Grantee shall inform the Agency of all conflicting financial interests that have been identified and describe the method by which they have been resolved to protect the project from bias.

Confidentiality: Health information obtained in connection with the grant will be used or disclosed in compliance with applicable statutes and regulations regarding the privacy and security of individually identifiable information, including but not limited to the Health Information Portability and Accountability

Act (HIPAA). The Grantee shall not use or disclose any information concerning a recipient of services under this grant for any purpose not in conformity with state regulations and federal law or regulations including but not limited to federal Medicaid regulations (45 CFR Part 431), except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law.

Publication or Printing of Reports: Any publication produced under this grant shall acknowledge this funding source: Florida Point of Care EHR Grants Program, Florida Agency for Health Care Administration.

Patents, Copyrights, and Royalties: The following provisions shall apply to all intellectual property created under this grant: (a) all intellectual property shall be the property of the Grantee; (b) the Agency shall have a fully paid up, royalty-free, non-exclusive, non-transferable, irrevocable license to practice or have practiced or to use or have used the intellectual property, including in whatever form it enters production or otherwise in the commercial marketplace, on behalf of the State of Florida; (c) Grantee shall disclose all inventions to the Agency within two months of disclosure to Grantee and will subsequently report on commercialization progress regarding patenting (filing dates and issue dates) and licensing events; and (d) Grantee shall make reasonable efforts to commercialize such invention through patenting and licensing and must make reasonable efforts to give preference to Florida-based companies. If the Grantee seeks to apply for copyright, trademark or patent when commercially reasonable for any property created, developed or invented as a result of services provided under this grant, the Grantee agrees to furnish the Agency with a copy of said property and license therefore as in (b) above. Any action taken by the Grantee in securing or exploiting such trademarks, copyrights, or patents must, within 30-days, be reported in writing by the Grantee to the Agency.

Insurance: The Grantee must provide adequate liability insurance coverage on a comprehensive basis that shall include errors and omissions insurance and to hold such liability insurance at all times during the existence of this grant and any renewal(s) of it. Upon execution of this grant, unless it is a state agency or subdivision as defined by section 768.28, Florida Statutes, or a public college or university as identified in Chapter 1004, Florida Statutes, the Grantee accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Grantee and the clients to be served under this grant, if any. Upon the execution of this grant, the Grantee shall furnish the Agency written verification supporting both the determination and existence of such insurance coverage, if requested to do so. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance where appropriate. State agencies and public colleges or universities as identified in Chapter 1004, Florida Statutes, shall comply with section 768.28, Florida Statutes.

Indemnification: Unless the Grantee is an agency or subdivision of the State of Florida or a public college or university as identified in Chapter 1004, Florida Statutes, the Grantee shall indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law from all losses, expenses, claims, damages, actions, lawsuits and judgments thereon (including attorney fees through the appellate levels arising from Grantee's negligence or willful misconduct). Nothing in this grant agreement is intended to serve as a waiver of sovereign immunity, nor shall anything in this grant agreement be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this grant agreement. If the Grantee is an agency or subdivision of the State of Florida, the Grantee agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grantee to whom sovereign immunity may be applicable.

Termination for Convenience: This grant may be terminated by the Grantee upon no less than 30-calendar days notice, without cause, at no additional cost, unless a different notice period is mutually agreed upon by both parties. The Grantee must be operating in a state of compliance with the terms and conditions of the grant at the time the notice is issued and must remain compliant for the duration of the performance period. The grant may be terminated by the Agency upon no less than 30-days notice, without cause, at no additional cost, unless a different notice period is mutually agreed upon by the parties or outlined elsewhere herein.

Termination for Default: Unless the Grantee's breach is waived by the Agency in writing, the Agency may, by written notice to the Grantee, terminate this grant upon notice. Waiver of breach of any provisions of this grant shall not be deemed a waiver of any other breach and shall be construed to be a modification of the terms of this grant. The provisions herein do not limit the Agency's right to remedies at law or to damages.

Commencement of Project: If a project is not operational within 45-days of the original starting date of the grant, the Grantee must report in writing to the Agency the steps taken to initiate the grant, the reasons for delay, and the expected starting date. Failure to submit notification within 45-days may result in grant termination. The Agency may elect to extend the implementation date of the grant past the 45-day period. If this occurs, the grant files and records must so note the extension. If a project is not operational within 60 days of the original starting date of the grant period, the Grantee must submit a second written statement to the Agency explaining the implementation delay. Upon receipt of this notification, the Agency may elect to cancel the grant, or the Agency may elect to extend the implementation date of the grant past the 60-day period. If this occurs, the grant files and records must so note the extension.

False Claim Act: False claims submitted in connection with this grant are subject to civil penalties and damages under “Florida False Claims Act,” section 68.082, Florida Statutes.

Other Support: Other Support is defined as all financial resources, whether federal, non-federal, commercial or institutional, available in direct support of an individual’s research endeavors, including but not limited to research grants, cooperative agreements, contracts, and/or institutional awards. (Not included are training awards, prizes, or gifts.) Overlap, whether scientific, financial, or commitment of an individual’s effort greater than 100 percent, is not permitted. The Project Director is responsible for being aware of any changes in the other support of key personnel and for notifying the Agency of such changes. Updated information on other support may be requested at any time after award. Grantees are responsible for notifying the Agency of any changes in other support and for requesting amendment to prevent overlap.