**Halifax Health Required Contracting Terms and Conditions:**

Payment Terms: Payment terms must specify net 45 (from receipt of invoice). Interest charges or late fees should not be included. As a government entity, Halifax Health is subject to Florida’s Prompt Payment Act which specifies when interest may be collected and at what rate. (*See Florida Statutes Section 218.70, et seq.)*

Governing Law and Venue: As a special taxing district of the state of Florida, Halifax does not agree to the application of the laws of any other state and does not agree to submit to jurisdiction and venue in any state, other than Florida. Contracts should specify Florida law and venue for disputes must exclusively be in Volusia County, Florida. Alternatively, a contract may be silent on governing law and venue.

Confidentiality: As a public entity, Halifax is subject to certain disclosure requirements under the Florida Sunshine Law. As such, we cannot agree to confidentiality provisions that do not allow for the release of information unless it includes an exception for the release of information “as required by law.”

Discounts: If the contract contemplates discounts, it must contain the following language:

“Each party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement. The purpose of the Agreement is to enter into a commercially reasonable and fair market value arrangement. The parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the Medicare/Medicaid “Anti-Kickback Statute”). Neither [Name of Halifax Entity] nor [Vendor Name] are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under Medicare or other federal or state health care programs. Pricing hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program. The parties shall comply with the reporting requirements of 42 C.F.R. §1001.952(h), regarding "safe harbor" protection for discounts under the Anti-Kickback Statute. [Vendor Name] represents and warrants that any discount or rebate provided to [Name of Halifax Entity] satisfies the requirements of the Anti-Kickback Statute Safe Harbor at 42 C.F.R. §1001.952(h); in no event shall [Vendor Name] offer or provide any discounts or rebates that involve the impermissible bundling of Products or the involve multiple Products where such Products are not reimbursable under the same Federal Healthcare Program using the same methodology. [Vendor Name] warrants that, if a rebate or discount involves multiple Products, that all of the Products provided are reimbursable under the same Federal Healthcare Program using the same methodology. [Vendor Name] shall disclose to [Name of Halifax Entity] on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate relating to the Product. The statement shall inform [Name of Halifax Entity] in a clear and simple manner of the amount of the discount or rebate so as to enable [Name of Halifax Entity] to satisfy its obligations to report such discount or rebate to Medicare.”

Travel Expenses: As a government entity, Halifax Health must abide by Florida Statutes Section 112.061 when reimbursing expenses, such as travel expenses. If the contract contemplates reimbursement of travel expenses, any reimbursement must be in accordance with the Halifax Health Non-Employee Expense Reimbursement Policy, as the same is in effect from time to time. The policy incorporates the requirements of the applicable statute.

Indemnification: As a government entity, Halifax Health has sovereign immunity. Entering into a contract with a non-sovereign entity that provides for indemnification is deemed a waiver of sovereign immunity. As such, any obligation for Halifax Health to indemnify the other party to the contract should be deleted.

If there is an indemnification provision in the contract, the following required language must be added:

“Notwithstanding the foregoing or anything contained herein, the parties agree that [Halifax Entity] expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28 Florida Statutes.  Nothing in this Agreement shall be deemed as a waiver of sovereign immunity and/or the limits of liability of [Halifax Entity] beyond any statutory limited waiver of sovereign immunity, which may have been adopted by the Florida Legislature, and the cap on the amount and liability of [Halifax Entity] for damages hereunder, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the applicable dollar amount set by the Legislature.  Furthermore, nothing in this Agreement shall be construed or interpreted as requiring or allowing [Halifax Entity] to indemnify or insure the other party hereto for its own negligence or to assume any liability for the other party’s negligence in contravention of Section 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against [Halifax Entity], which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.”

Insurance: As a Special Taxing District of the State of Florida, Halifax Health has partially waived its immunity for tort claims, as set forth in FS §768.28, in an amount not to exceed 200k/300k (or as otherwise provided in the statute from time to time). Halifax does not maintain third party liability insurance coverage beyond these limits, and instead, provides coverage up to the amount of the limited waiver set forth in the applicable statute through a program of self-insurance.