STATE OF FLORIDA

DIVISION OF EMERGENCY MEDICAL OPERATIONS

BUREAU OF PREPAREDNESS AND RESPONSE

REQUEST FOR PROPOSAL

DOH RFP 11-025 Hospital Liaison for Region Seven

Administrative Lead:
Sonja German-Jones, Purchasing Office
Florida Department of Health
4052 Bald Cypress Way
Tallahassee, Florida 32399-1749
FAX: 850/412-1192

Vendor Name__________________________________________________________
Vendor Mailing Address__________________________________________________
City-State-Zip__________________________________________________________
Telephone Number______________________________________________________
Email Address__________________________________________________________
Federal Employer Identification Number (FEID)________________________________
Authorized Signature (Manual)_____________________________________________
Authorized Signature (Typed) and Title______________________________________
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<th>DUE DATE</th>
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<td>November 21, 2011</td>
<td>Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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<tr>
<td>Questions submitted in writing</td>
<td><strong>Must be received prior to 5:00 PM ET</strong></td>
<td>Submit to: Florida Department of Health Purchasing – Sonja German-Jones, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1192 E-mail: <a href="mailto:sonja_german@doh.state.fl.us">sonja_german@doh.state.fl.us</a></td>
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<tr>
<td>Answers to Questions</td>
<td>December 9, 2011 by 5:00 PM ET</td>
<td>Posted electronically via the following Internet site: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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<td>Sealed Proposals Due and Opened</td>
<td><strong>Must be received prior to 2:30 PM ET</strong></td>
<td>Florida Department of Health Purchasing – Sonja German-Jones, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1192 E-mail: <a href="mailto:sonja_german@doh.state.fl.us">sonja_german@doh.state.fl.us</a></td>
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<td>Anticipated Evaluation of Proposals</td>
<td>December 22, 2011</td>
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<td>Anticipated Posting of Intent to Award</td>
<td><strong>January 4, 2011 by 5:00 PM ET</strong></td>
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</tr>
<tr>
<td>TABLE OF CONTENTS</td>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Time Line</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Section 1.0 General Instructions to Respondents (PUR1001)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Section 2.0 General Contract Conditions (PUR1000)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Section 3.0 Introductory Materials</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Section 4.0 Technical Specifications</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Section 5.0 Special Instructions to Respondents</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Section 6.0 Special Conditions</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>Attachment I, Evaluation Team Criteria</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Attachment II, Experience Form</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Attachment III, Required Certifications</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Attachment IV, Subcontractor</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>Attachment V, HIPPAA Business Associate Agreement</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Attachment VI, Direct Order, Terms and Conditions</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>Attachment VII, Standard Contract</td>
<td>36</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 1.0 GENERAL INSTRUCTION’S TO RESPONDENTS (PUR1001)
The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.
http://dms.myflorida.com/content/download/2934/11780

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)
The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.
http://dms.myflorida.com/content/download/2933/11777

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is for the Florida Department of Health (FDOH or department), Division of Emergency Medical Operations (DEMO), Bureau of Preparedness and Response (BPR) to locate a successful respondent to support the health care system preparedness in the R DSTF Region 7. The successful respondent will be responsible for the following in R DSTF Region 7: Disseminating information to the health care system partners; representing the department in meetings and assisting the department in meeting public health preparedness requirements related to its acute care hospital partners.

The overarching goal is for the department to assure that the state has a system in place to communicate preparedness information, department policy, and program information to the health care system and other preparedness partners in R DSTF Region 7.

3.2 Term

It is anticipated that the contract resulting from this RFP will be for a period of three (3) years. The estimated budget for this project is $135,000.

3.3 Definitions

Acute Care Hospitals - hospitals in Florida licensed by the Agency for Healthcare Administration (AHCA) that have emergency departments. Acute care hospitals are short-term hospitals that have facilities, medical staff and all necessary personnel to provide diagnosis, care and treatment of a wide range of acute conditions, including injuries.

AHCA - Agency for Healthcare Administration – The Florida agency statutorily created by Chapter 20, Florida Statutes, the licensure of the state’s 41,000 health care facilities.

All Hazards Events - Preparedness and response requires the department to prepare for many types of hazards. The Centers for Disease Control and Prevention classifies hazards into several categories: Biological, Chemical, Radiation, Mass Casualties, Natural Disasters and Severe Weather.
Critical Access Hospital - A hospital that meets the definition of “critical access hospital” in s. 1861(mm) (1) of the Social Security Act and that is certified by the Secretary of Health and Human Services as a critical access hospital. (Section 408.07(15), Florida Statutes)

ESF8 - Emergency Support Function 8 is responsible for health and medical support in the state’s system of disaster response activities.

Health care system - the complete network of agencies, facilities, and all providers of health care in RDSTF Region 7. It is long-term care or alternative treatment facilities, private physician offices, clinics, and any other health or medical asset that may be brought to bear during a major medical response.

BPR Medical Surge Team – The BPR designated team that guides and implements the projects related to the Medical Surge Program which is created to ensure surge capacity to meet the needs of created by hazard events.

BPR – The State of Florida, Department of Health, Division of Emergency Medical Operations, Bureau of Preparedness and Response

Medical Surge is the ability to rapidly expand the capacity of the existing healthcare system (long-term care facilities, community health agencies, acute care facilities, alternate care facilities and public health departments) in order to provide triage and subsequent medical care. This includes providing definitive care to individuals at the appropriate clinical level of care, within sufficient time to achieve recovery and minimize medical complications. It applies to an event resulting in a number or type of patients that overwhelm the day-to-day acute-care medical capacity.

Medical Surge Capacity is the ability for rapid expansion of the existing healthcare system in response to an event that results in increased need of personnel (clinical and non-clinical), support functions (laboratories and radiological), physical space (beds, alternate care facilities) and logistical support (clinical and non-clinical equipment and supplies).

Pre-hospital - Emergency medical services performed in the field by emergency medical technicians, paramedics or other certified first responders and by licensed emergency medical services.

PHHP Strategic Plan – The public health and health care preparedness strategic plan of BPR that provides planning and direction for support to local incident management through maintaining situational awareness, conducting incident planning and coordinating mobilization of state, regional and federal resources based on the needs of the local jurisdictions.

RDSTF - The regional domestic security task forces created under section 943.0312, Florida Statutes. The RDSTF detects and prevents potential terrorist threats by collecting and disseminating intelligence and investigative information, promotes ongoing security vulnerability assessments to protect critical infrastructure, and provides domestic security training and equipment. This structure is also used by the State as the framework for its response to all hazards events. There are seven RDSTF Regions in Florida.

RDSTF Region 7 – The RDSTF region based in Miami that covers Palm Beach, Broward, Miami-Dade and Monroe counties
Successful Respondent - the respondent awarded a contract to complete the services and tasks as outlined in this RFP.

Trauma Center - A hospital that has been verified by the department to be in substantial compliance with the requirements in Section 395.4025 Florida Statutes, and has been approved by the department to operate as a Level I trauma center, Level II trauma center, or pediatric trauma center. (Section 395.4001 (14), Florida Statutes)


SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

BPR is seeking a successful respondent to support the health care system preparedness in the RDSTF Region 7. The successful respondent will be responsible in RDSTF Region 7 for disseminating information to the health care system partners, representing the department in meetings and assisting the department in meeting public health preparedness requirements related to its acute care hospital partners.

The overarching goal is for the department to assure that the state has a system in place to communicate preparedness information, department policy, and program information to the health care system and other preparedness partners in RDSTF Region 7.

4.2 Programmatic Authority

The successful respondent must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to its funding, operations and governance, and its role in the communities during emergency situations as indicated in Ch 252, F.S.

4.3 Major Program Goals

The successful respondent's proper performance of the contract services will help fulfill Florida's domestic security goals, and specific elements of the department's PHHP Strategic Plan 2011-2013. In addition, the successful respondent's proper performance of the contract services will assess the level of hospital preparedness through the successful respondent's:

1. Analysis and monitoring of the RDSTF Region 7 health care systems level of preparedness using an established, systematic, data driven approach; and
2. Facilitation of, as appropriate, the sharing of RDSTF Region 7 hospital preparedness information with the healthcare system; and
3. Provision of a means for RDSTF Region 7 health care system and other preparedness partners to provide and receive preparedness information; and
4. Assistance and support of RDSTF Region 7 health care system in building preparedness capability through the provision of consultative services to the health care system, department and other preparedness partners; and
5. Functioning in a leadership role in the implementation of the PHHP Strategic Plan.
6. Working closely with the Statewide Hospital Services Representative and the BPR staff to help fulfill Florida's domestic security goals. (see http://www.fdle.state.fl.us/Content/getdoc/0aed9bc-20f4-4c4e-86fd-
4.4 Task List

The successful respondent shall perform the tasks listed below.

A. OBJECTIVE:

Establish and maintain effective communications and working relationships with the health care system and other preparedness partners located in RDSTF Region 7 to enhance the working relationships between, within and amongst the RDSTF Region 7 health care system.

B. TASKS:

The successful respondent’s proposal shall include its approach to accomplishing each of the Tasks listed below. The successful respondent shall perform the tasks in support of the purpose listed in subsection 3.1, above. The successful respondent will be required to perform the following tasks:

1. Document collaboration with members of the health care system to ensure the development, maintenance, and enhancement of work with the Statewide Hospital Services Representative, the DEMO, and the BPR Medical Surge Team to support ongoing health care system preparedness in RDSTF Region 7. The successful respondent must submit documentation of correspondence, reports, meetings and phone calls that reflect focus on health care system preparedness while working with the parties listed above.

2. Facilitate, promote, expand, enhance and/or improve preparedness communication among the acute care hospitals and health care system partners in Region 7. Documentation must include three-five examples of these communications and reflect work initiated or completed during the reporting period that included or resulted in improved working relationships between public and private entities within Region 7.

3. Actively participate, at a leadership level, in the regional implementation of the PHHP Strategic Plan. Provide documentation of leadership activities related to preparedness and emergency groups at the regional and/or state level in conjunction with the PHHP Strategic Plan.

4. Actively participate in Region 7 ESF 8 planning, local meetings, training, exercises and response activities. The successful respondent must submit the required documentation when a man-made event(s) or natural disasters(s) required activation of the ESF8 or when work is assigned pre-event. Should there not be an event or disaster during the reporting period, the successful respondent must state such in the report. Participation in planning meetings must be reported.

5. Confer with Region 7s, trauma center personnel, community health centers, pre-hospital EMS, county health department’s, state and county emergency managers, State Working Group Health committees, subcommittees, and work groups for the RDSTF as directed by the department. Documentation of such activities is to be included in reports.
6. Work with the health care system in Region 7 to promote participation and completion of department sponsored surveys. During quarterly reporting, the successful respondent will share rates of completing surveys, participation in regional trainings.

7. The successful respondent is expected to participate in the weekly conference calls with Medical Surge Team to discuss assignments and give updates. Assignments or portions of assignments must be completed as directed within the designated time frames. Include documentation of assignments on a quarterly basis.

8. Reporting: On a quarterly basis, scheduled and/or ad hoc reports are to be submitted by the successful respondent, as evidence of the accomplished Task List, above. The report content must include the accomplishments, milestones, or progress of each task, and attached to each report must be current documentation supporting the status of each task as being reported for the specific period.

The successful respondent must submit the required documentation only when activities related to the groups and committees meetings, conference calls, etc. occur and when the successful respondent has been assigned work to complete as a result of, or in preparation for, the meetings, calls, etc. Should the groups and committees choose not to conduct business during a reporting period the successful respondent must include this information in the report.

4.5 Deliverables

Written Reports and supporting documentation are to be submitted by the successful respondent, as evidence of the accomplished Task List, above. The report content shall include the accomplishments, milestones, and progress of each of the above tasks.

Where the resulting contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate or unacceptable according to the parameters set forth in the resulting contract. The department, at its option, may allow additional time where the successful respondent may remedy the objections noted by the department. The department, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable, may declare this contract to be in default.

A. Quarterly Report: The report content must include the accomplishments, milestones, barriers and progress of each task, and attached to each report must be current documentation supporting the status of each task in Section 4.4 as being reported for the specific period.

1. Documentation of Collaborative Work
   Copies of correspondence, reports, meeting minutes, and phone logs and liaison activities that reflect focus on health care system preparedness while working with the parties listed in Task I must be received on a quarterly basis.

2. Facilitate Improved Preparedness Communications
Submit three to five examples of communications that reflect work initiated or completed during the reporting period.

3. Participation in Regional Implementation of the PHHP Strategic Plan
Submit documentation of leadership activities related to preparedness and emergency groups in conjunction with the PHHP Strategic Plan.

4. Participation in Region 7 ESF8 Planning and Response Activities
Submit details of activation in ESF8 when work is assigned or there is a natural disaster(s) as well as in planning meetings.

5. Communicate with Region 7 Preparedness Partners
Submit written documentation of activities including but not limited to all entities listed in Task V.

6. Promote Completion of Region 7 Hospital Surveys
During quarterly reporting, submit rates of survey completion and participation in regional trainings.

7. Complete Assignments
Submit all assignments within the designated time frames.

8. Weekly Conference calls
Share information and discuss assignments with the Medical Surge Team on a weekly basis. Minutes will reflect participation.

4.6 Task Limits
The successful respondent shall not perform any tasks related to the project other than those described in Section 4.4 without the express written consent of the department.

4.7 Staffing Levels
The successful respondent shall dedicate one (1) Full-Time Equivalent (FTE) position to this contract that meets or exceeds the Professional Qualifications listed in Section 4.13. Also, the successful respondent shall assign its own administrative and support staff currently in place as needed to augment the performance by the dedicated FTE position of the assigned tasks, responsibilities and duties under the contract.

Each successful respondent shall include its proposed staffing for technical, administrative, and clerical support. The successful respondent shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the successful respondent’s staffing levels do not conform to those promised in the proposal, it shall advise the successful respondent in writing and thirty (30) days to remedy the identified staffing deficiencies.

The successful respondent shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department’s Project and/or Contract Manager will exercise exclusive judgment in this matter.
4.8 **Changes in Location**

The successful respondent shall notify the department in writing a minimum of one (1) week prior to making changes in location that will affect the department’s ability to contact the successful respondent by telephone or facsimile.

4.9 **Equipment**

The successful respondent will be responsible for supplying, at its own expense, all equipment necessary to perform under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

4.10 **Reports**

Where the resulting contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The department, at its option, may allow additional time where the successful respondent may remedy the objections noted by the department. The department may, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable its response, and declare this agreement to be in default.

4.11 **Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract resulting from this RFP entitling the department to unilaterally terminate the contract. The successful respondent will be required to notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful respondent shall provide any documents requested by the department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful respondent shall adopt the new standard at no cost to the department. Data files will be provided in a format directed by the department.

The successful respondent agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful respondent further agrees to hold the department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of
failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the department against the same at its expense.

4.12 Outcomes and Outputs (Performance Measures)

Each task in Section 4.4 may not require work during every reporting period. Reporting frequency for each task is listed below with its corresponding performance measure, and the successful respondent must adhere to this reporting frequency to meet the performance measure. Failure to meet a performance measure will, at a minimum, result in a reduction of the invoice the successful respondent submits for the reporting period. Reporting Frequency: The successful respondent must submit the required documentation during each reporting period, except when otherwise noted. The direct result of accomplishing all the tasks in 4.4 will be a stronger Region 7 Hospital Preparedness Program in which the service provided by this successful respondent will provide a strong infrastructure for accomplishing preparedness activities in a timely, professional manner.

(1) Performance Measure: Document collaboration that ensures the development, maintenance and enhancement of work with the Statewide Hospital Coordinator, DEMO, and BPR Response Medical Surge Team to support ongoing health care system preparedness in Region 7.

Reporting Frequency: On a quarterly basis, the successful respondent must submit documentation of correspondence, reports, meetings, electronic meetings and conference calls that reflect focus on health care system preparedness while working with the parties listed above.

(2) Performance Measure: Documentation of facilitating, promoting, expanding, enhancing and/or improving communications between and among government agencies and the statewide network of hospitals and healthcare systems with Region 7 county health care system partners and state level contacts as appropriate.

Reporting Frequency: On a quarterly basis, documentation must include three-five examples of the Region 7 communications, and reflect work initiated or completed during the reporting period that included or resulted in improved working relationships between public and private entities.

(3) Performance Measure: Documentation of leadership activities like serving as a team leader or subject matter expert related to preparedness and emergency groups at the regional and/or state level in conjunction with the PHHP Strategic Plan.

Reporting Frequency: Quarterly

(4) Performance Measure: Documentation of participation in preparedness advisory groups and committees as a member and leader as well as with the State Emergency Operations Center, local Emergency Operations Centers, and/or hospital incident command systems.

Reporting Frequency: Quarterly, the successful respondent must submit the required documentation only when activities related to the groups and committees meetings, conference calls, etc. occur and when the successful respondent has been assigned work to complete as a result of, or in preparation for, the meetings, calls, etc. Should the groups
and committees choose not to conduct business during a reporting period the successful respondent must include this information in the report.

Documentation for work with the Emergency Operations Centers is required only when a man-made event(s) or natural disaster(s) requires the activation of these centers and systems, or when work is assigned pre event. Should there not be an event or disaster during the reporting period the successful respondent must state such in the report.

(5) Performance Measure: Documentation of consulting, integrating, and/or participating with the Region 7 network of hospitals and healthcare systems, health providers, healthcare association representatives, community health centers, pre-hospital groups, county health department’s, state and county emergency managers, and RDSTF Health & Medical groups.

Reporting Frequency: Quarterly

(6) Performance Measure: Documentation of work with Region 7 health care system partners to promote participation and completion of department sponsored surveys.

Reporting Frequency: During Quarterly reporting, the successful respondent will share rates of completing various surveys including but not limited to Mid-year, End of the Year and Ad Hoc Surveys as requested.

(7) Performance Measure: Participation in the weekly conference calls with the Medical Surge Team to discuss assignments and give updates.

Reporting Frequency: Include documentation of assignments in a quarterly report.

(8) Performance Measure: On a quarterly basis, scheduled and/or ad hoc reports are to be submitted by the successful respondent, as evidence of the accomplished Task List in Section 4.4. The report content must include the accomplishments, milestones, or progress of each task, and attached to each report must be current documentation supporting the status of each task as being reported for the specific period.

Reporting Frequency: The successful respondent must submit the required report in accordance with the Schedule of Payments and Deliverables in Attachment I to the contract resulting from this RFP.

4.13 Knowledge, Skills, and Abilities

The successful respondent must possess expertise in the following fields:

Preferred:

1. Extensive experience in working with multiple diverse teams
2. Extensive experience in management of multiple inter-dependent projects
3. Experience in managing virtual teams
4. Ability to coordinate numerous project teams and effectively conduct initiatives to meet overall program objectives
5. Extensive experience with Project Management Office methodologies and documentation
6. Ability to develop and maintain detailed plans tracking multiple initiatives
7. Extensive experience with meeting facilitation and documentation
8. Experience creating and presenting internal and external status reports
9. Experience in completing program deliverables within scope and schedule
10. Strong communication and collaborative skills

Required:

1. Knowledge and experience with hospital and health care systems communication networks, including examples of statewide efforts and work that included or resulted in improved working relationships between public and private healthcare entities.
2. Demonstrated experience or access to resources for planning, developing and disseminating surveys.
3. Demonstrated knowledge and experience compiling, analyzing, and summarizing survey results into a report.
4. Experience in leading and working with healthcare-oriented teams and/or groups.
5. Experience facilitating or conducting meetings, conference calls, etc. related to statewide preparedness and response efforts.
6. Experience participating in preparedness advisory groups and committees as a member and/or leader.
7. Documented examples of consultative services and sample reports from prior work including past experience or positions in an advisor role.
8. Examples of communication expertise, use of a wide range of media and mediums to convey critical information to medical providers and public health partners.
9. Evidence of past experience of tracking and monitoring of projects and samples of ability to write clear and succinct reports.

4.14 Education/Experience

The successful respondent shall ensure that the staff responsible for performing this contract has the following:

A. Significant experience in:
   1. Integrated and non-integrated healthcare systems; and
   2. Integration of public health and private sector preparedness efforts; and
   3. Effective communications to different target audiences; and
   4. Team facilitation; and
   5. Project development, management and support services; and

B. A working knowledge of:
   1. AHCA hospital licensure regulations, policies, procedures; and
   2. Joint Commission, an independent, not-for-profit organization, the Joint Commission accredits and certifies more than 19,000 health care organizations and programs in the United States, standards; and
   3. Pre-hospital emergency medical services; and
   4. Rural health and critical access hospital issues; and
   5. Trauma Center issues; and
   6. Behavioral health issues for healthcare workers, families, public-at-large; and
C. Familiarity with:

1. Intergovernmental relationships; and
2. Licensed healthcare professionals’ practice patterns and informational needs; and
3. Florida’s Domestic Security organizational and operational structures as identified in Ch 252.31-252.62, and Ch 943.0312, Florida Statutes.

If applicable, ability to report for emergency duty is required as part of your position. Emergencies may occur at any time and create varying degrees of damage, human suffering, injury, death, and property damage or destruction. The Department of Health, along with many other local and state agencies, has responsibilities before, during and/or after emergencies. As a DOH contractor, you are an important part of our emergency responsibilities. In the event of an emergency, unless you are granted a temporary exemption from emergency duty, you may be required to work before, during and/or beyond your normal work hours or days to perform emergency duties including, but not limited to, responses to or threats involving any disaster or threat of disaster, man-made or natural.

4.15 Experience

The response shall include contact information Respondents are required to submit with the proposal, contact information for three (3) entities the respondent has provided with services similar to those requested in this solicitation. Vendors shall use Attachment II, Experience Form of this RFP to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department’s determination is not subject to review or challenge.

4.16 Provider Unique Activities

The successful respondent is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 4.4. By execution of the resulting contract the successful respondent recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, necessary coordination with other entities and deliverables and agrees to be fully accountable for the performance thereof.

4.17 Department Obligations

The department will not contract with a successful respondent that restricts employment of its employees or contractors after conclusion or termination of a department purchase order. By responding to the purchase order or contract, successful respondent(s) specifically agrees to this provision.

The department may provide technical support and assistance to the successful respondent(s) within the resources of the department to assist the successful respondent(s) in meeting the required tasks/deliverables as stated above. The support and assistance, or lack thereof shall not relieve the successful respondent from full performance of contract requirements.
4.18 Department Determinations

The department reserves the exclusive right to make certain determinations in these specifications. The absence of the department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

4.19 Financial Specifications

Funding Source

This project is funded by the Department of Health and Human Services Grant No. 5 U3REP090219-03-00, the Catalog of Federal Domestic Assistance No. 93.889.

4.20 Cost Proposal

The successful respondent(s) must provide a budget and budget narrative estimating its costs to be incurred to complete the necessary functions required by the department. The fees proposed in response to this RFP will include the full service price, including all necessary material, postage, equipment and service costs and all other overhead charges, including supplies, of every kind and nature.

The cost proposal should include a detailed, line-itemization of the costs for each major task identified in Section 4.4 of this RFP.

4.21 Documentation

Submit the following documentation, including but not limited to:

A) Title Page
B) Staffing and Organizational Capacity as outlined in Section 4.25 of this RFP.
C) Cross Reference Table Info as outlined in Section 4.26 of this RFP.
D) Attachment II - Respondent Reference Form.
E) Attachment III - Required Certifications.
F) Attachment V - Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HITECH Act Compliance Agreement.
G) Attachment IV - Department of Health Reporting of Subcontractor Expenditures.

4.22 Responsive and Responsible

The successful respondent shall complete and submit the following mandatory information or documentations as a part of the response. Any response which does not contain the information below shall be deemed non-responsive.

- Cost Proposal
- Attachment II, Respondent Reference Form

4.23 Evaluation of Proposal

Each response will be evaluated and scored based on the criteria defined in Attachment I. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation
Team will be averaged with the scores of the other members to determine the final scoring.

### 4.24 Description of Approach to Performing Task

The proposal shall include a section to provide insight into the respondent’s approach to providing the services as specified in this solicitation. The successful respondent will address all areas of work within the Task List. The successful respondent’s technical approach will demonstrate a thorough understanding and insight into this project. At a minimum, this section should address:

1. The successful respondent(s) demonstrated technical knowledge, expertise and ability to meet the specifications stated in the Scope of Service.
2. A detailed explanation of how general maintenance and system support services will be provided, with consideration for the team structure as defined above in Department Obligations.
3. A guarantee that the successful respondent understands the department’s standards is able to perform in a manner consistent with department standards, and that system operation will not be interrupted if these standards change.
4. Documented successful experience in providing similar services.

### 4.25 Description of Staffing and Organizational Capacity

The successful respondent's proposal must include:

1. A description of the staff who will provide the service, their qualifications, resumes and their number; and,
2. A table of organization;
3. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
4. Description of similar projects to the one proposed in the RFP that the successful respondent has previously performed.

### 4.26 Cross Reference Table

In order to assist the successful respondent(s) in the development of a responsive proposal and to facilitate proposal evaluation by the department, the successful respondent(s) is required to provide a table, which cross references the contents of the offer with the following sections of the RFP. There is no specified or standard for this table; however the following sample is provided as a suggestion.

<table>
<thead>
<tr>
<th>RFP SECTION</th>
<th>SUBJECT</th>
<th>OFFORER PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page One</td>
<td>Title Page</td>
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</tr>
<tr>
<td>4.4</td>
<td>Task list</td>
<td></td>
</tr>
<tr>
<td>4.25</td>
<td>Description of Staffing and Organization Capacity</td>
<td></td>
</tr>
<tr>
<td>Attachment I</td>
<td>Task evaluation</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.

5.1 Instructions For Submitting Proposals

- Proposals may be sent via U.S. Mail, Overnight, Courier, or Hand-Delivered to the location as identified in the Timeline. Electronic submission of proposals will not be accepted for this solicitation. *This Special Instruction takes precedence over General Instruction #3 in PUR1001.*
- Proposals must be submitted in a sealed envelope/package with the solicitation number and the date and time of the bid opening clearly marked on the outside.
- The department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the successful respondent to assure their proposal is submitted at the proper place and time indicated in the Timeline. The department’s clocks will provide the official time for bid receipt and opening.
- *Late proposals/offers will not be accepted.*

5.2 Instructions For Formatting Proposals

- Successful respondent(s) are required to complete, sign, and return the “Title Page” with their proposals.
- The proposal should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) experience and 5) other support materials.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the successful respondent but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original proposal, five (5) copies of the proposal, and one electronic copy of the proposal on either CD. The electronic copy should contain the entire proposal/offer as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

5.3 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the successful respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the successful respondent must segregate and clearly mark the document(s) as “CONFIDENTIAL.”

Simultaneously, the successful respondent will provide the department with a separate redacted paper and electronic copy of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the successful respondent on the cover, and shall be clearly titled “REDACTED COPY.”

The Redacted Copy shall be provided to the department at the same time the successful respondent submits its response and must only exclude or obliterate those exact
portions which are claimed confidential, proprietary, or trade secret. The successful respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the successful respondent shall protect, defend, and indemnify the department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the successful respondent fails to submit a redacted copy with its response, all records submitted are public records and the department shall produce all documents, data or records submitted by the successful respondent in answer to a public records request.

5.4 Respondents Inquiries

*These instructions take precedence over General Instruction #5 in PUR1001.*

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFP Timeline if applicable will be posted on the MyFlorida.com Vendor Bid System web site: [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

All inquiries must be submitted to:

Florida Department of Health  
Attention: Sonja German-Jones  
4052 Bald Cypress Way, Bin B07  
Tallahassee, FL 32399-1749  
Fax: 850-412-1192  
Email: sonja_german@doh.state.fl.us

**NOTE: FLORIDA LAW:**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

5.5 Special Accommodations

Any person who requires special accommodations at DOH Purchasing because of a disability should contact the DOH Purchasing Office at (850) 245-4199 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If you are hearing or speech impaired, please make contact through the Florida Relay Service, at 1-800-955-8771 (TDD).

5.6 Minority and Service-Disabled Veteran Business - Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondent(s) are encouraged to contact the Office of Supplier Diversity
at 850/487-0915 or visit their website at http://osd.dms.state.fl.us for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Cost of Preparation

Neither the department nor the State of Florida is liable for any costs incurred by a successful respondent in responding to this solicitation.

6.2 Successful Vendor Registration

Each successful respondent doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012. F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any successful respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. A successful respondent not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Registration may be completed at: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/successful respondents.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

6.3 Identical Tie Proposals

When evaluating successful respondent responses to solicitations where there is identical pricing or scoring from multiple successful respondent(s), the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.4 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal shall be submitted with the proposal for evaluation by the Department and shall not exceed 5% of the original proposed price. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.
6.5 **Verbal Instructions Procedure**

The successful respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Health’s Purchasing Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from successful respondent(s) in writing are recognized as duly authorized expressions on behalf of the respondent.

6.6 **Addenda**

If the department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.comVendor Bid System, [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu). It is the responsibility of the successful respondent to be aware of any addenda that might affect the submitted proposal.

6.7 **Unauthorized Aliens**

The employment of unauthorized aliens by any successful respondent is considered a violation of section 274A(a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A successful respondent who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

6.8 **Certificate of Authority**

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with Florida be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

6.9 **Standard Contract/Direct order**

Each successful respondent shall review and become familiar with the department’s Standard Contract and/or Direct order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. The terms covered by the “DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS” are hereby incorporated by reference. The standard contract/direct order, terms and conditions are Attachment VI & VII. Acknowledge acceptance on Required Certifications, [Attachment III](#).

6.10 **Licenses, Permits, and Taxes**

Successful respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the successful respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the FDOH.
6.11 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the department for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a successful respondent who responds to a request for information form being eligible to contract with an department.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, Attachment III.

6.12 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Health Standard Contract, Attachment VII, Section III B or Department of Health Direct Order Terms and Conditions, Attachment VI.


Any contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.14 E-Verify

In accordance with Executive Order 11-116, “The successful respondent agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the successful respondent. The Successful respondent shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

6.15 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney’s fees, and/or costs.
6.16 **Required Certifications**

All successful respondents must sign and return with its response the Required Certifications form, Attachment III. Any successful respondent failing to return the Required Certifications form will be considered non-responsive.
ATTACHMENT I
Evaluation Team Criteria

This evaluation sheet will be used by the Evaluation Team to assign scores to all proposals that were evaluated and designated as qualified for consideration. The scores from all Evaluation Team members will be averaged for and ranked, highest to lowest averaged score. The presence and quality of the response will be evaluated when determining point value.

Does not address = 0
Vague or limited description = 1-3
Describes sound approach, lacks details = 4-9
Basic, sound approach = 10-14
Describes comprehensive approach = 15-20

Point Value: Unless otherwise indicated, zero is lowest possible and the number indicated in this column is the highest possible:

Points Awarded (Total number of points given by the evaluator)

<table>
<thead>
<tr>
<th>Category</th>
<th>RFP/ITN Question Number</th>
<th>Question</th>
<th>Point Value</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I: General Information</td>
<td>1.</td>
<td>How well does the respondent’s proposal reflect its ability to successfully perform all of the required services and tasks in a contract that may result from this RFP/ITN. <em>(refer to Section 4.7)</em></td>
<td>0-20</td>
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<td>2.</td>
<td>Does the proposal clearly explain in detail how the respondent would complete/address the responsibilities described in the scope of service? <em>(refer to Section 4.1)</em></td>
<td>0-15</td>
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<td>Does the proposal give succinct explanation of how the respondent will satisfactorily address each of the 6 Major Program Goals? <em>(refer to Section 4.3)</em></td>
<td>0-15</td>
<td></td>
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<tr>
<td>Section II: Description of Approach to Performing Tasks Related to Proposed Project</td>
<td>1.</td>
<td>Does the proposal describe in detail, how the respondent will complete each task in the Task List? Are work samples provided demonstrating completion of similar tasks? <em>(refer to Sections 4.4, 4.13, and 4.23)</em></td>
<td>0-20</td>
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<td>2.</td>
<td>Was the respondent able to document evidence and knowledge of success doing similar services and tasks? <em>(refer to Sections 4.12 &amp; 4.13)</em> No = 0 pts. 1-2 times = 5 3 + times = 10</td>
<td>0-10</td>
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<td>3.</td>
<td>How many years of successful experience were sufficiently documented in response to</td>
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<td>24</td>
<td>this RFP?</td>
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<td>0 - year of successful experience = 0 pts.</td>
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<td>1 - 2 - years of successful experience = 2 pts.</td>
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<td>3 – 5 – years of successful experience = 3 pts</td>
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<td>6 + years = 5 pts</td>
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<td>4</td>
<td>How well does the proposed budget and budget narrative demonstrate an ability to meet programmatic and fiscal conditions? Is it itemized? (refer to Section 4.19)</td>
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<td>Total Available Points</td>
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<td>105</td>
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<td>Total Points Awarded by Evaluator</td>
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Evaluator Name: ___________________________ Respondent Name: ___________________________
Vendor's/Respondent's Name: _____________________________________________

Vendors/Respondents are required to submit with the proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department’s determination is not subject to review or challenge.

1.) Name of Company/Agency: _____________________________________________
   Contact Person: _______________________________________________________
   Phone Number: _______________________________________________________
   Address: _____________________________________________________________
   Email Address: _________________________________________________________

2.) Name of Company/Agency: _____________________________________________
   Contact Person: _______________________________________________________
   Phone Number: _______________________________________________________
   Address: _____________________________________________________________
   Email Address: _________________________________________________________

3.) Name of Company/Agency: _____________________________________________
   Contact Person: _______________________________________________________
   Phone Number: _______________________________________________________
   Address: _____________________________________________________________
   Email Address: _________________________________________________________

Signature of Authorized Representative
ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process (if applicable) including those contained in the attached Standard Contract/Direct order. (Attachment VI & Attachment VII). **

______________________________   ______________________
Signature of Authorized Official        Date

STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant proposal or offer. This proposal or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Respondent or Offeror to the provisions of this proposal or offer.

______________________________                ______________________
Signature of Authorized Official                                                               Date

SCRUTINIZED COMPANIES LISTS

I hereby certify that the my company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

______________________________        ______________________
Signature of Authorized Official                                                                  Date

*An authorized official is an officer of the vendor’s organization who has legal authority to bind the organization to the provisions of the proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by other than the President, Chairman or owner.

** The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive
ATTACHMENT IV
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME:  

______________________________________________________________

DEPARTMENT OF HEALTH CONTRACT NUMBER:  

__________________________________

REPORTING PERIOD-FROM: _______________________ TO: _____________________

<table>
<thead>
<tr>
<th>SUBCONTRACTOR’S/VENDORNAME &amp; ADDRESS</th>
<th>FEID NO.</th>
<th>EXPENDITURE AMOUNT</th>
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NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):  
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: RENEE GREGORY, MBE COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734
1. DESIGNATIONS:

MINORITY PERSON as defined by Section 288.703 FS; means a lawful, permanent resident of Florida who is, one of the following:

(A) AN AFRICAN AMERICAN, a person having origins in any of the racial groups of the African Diaspora.
(B) A HISPANIC AMERICAN, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
(C) AN ASIAN AMERICAN, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
(D) A NATIVE AMERICAN, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
(E) AN AMERICAN WOMAN.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by Section 288.703 FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by Section 295.187, FS, means an independently owned and operated business that employs 200 or fewer permanent full-time employees; is organized to engage in commercial transactions; is domiciled in Florida; is at least 51 percent owned by one or more service-disabled veterans and, who’s management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by Section 295.187, FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than $3,000,000 and an average net income, after federal income taxes, of not more than $2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.

B) ENTER THE DOH CONTRACT NUMBER.

C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.

D) ENTER THE CMBE SUBCONTRACTOR’S NAME and ADDRESS.

E) ENTER THE SUBCONTRACTOR’S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER

F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.

G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER
ATTACHMENT V
HIPAA Business Associate Agreement
Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

This Agreement is entered into between the _________________________ (“Covered Entity”), and ________________________ (“Business Associate”). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.


2.0 Obligations and Activities of Business Associate
(a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
(f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
(g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs
or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.

(l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0. Obligations of Covered Entity to Inform Business Associate of Covered Entity’s Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate’s uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.
(a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of __________, Florida Statutes. (Program to supply applicable laws related to confidentiality)

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
3. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys’ fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.
The Term of this Agreement shall be effective as of ______________, and shall terminate on _____________. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause.
Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.
1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy...
with such time period, any Protected Health Information in the possession of its subcontractors or agents.

2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.

3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate’s use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors’ or agents’ uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

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Part II: Security Addendum

8.0 Security

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA-AS”), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

(a) Security of Electronic Protected Health Information.

Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

(b) Reporting Security Incidents.

1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:

   (a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or

   (b) a successful major

      (1) modification or destruction of the Electronic Protected Health Information or
(2) interference with system operations in an information system containing the Electronic Protected Health Information.

2. Upon the Department of Health’s request, Business Associate will report any incident of
   which Business Associate becomes aware that is a successful minor
   (a) modification or destruction of the Electronic Protected Health Information or
   (b) interference with system operations in an information system containing the Electronic Protected Health Information.

(c) Compliance Date.
   The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.

(d) Conflicts.
   The provisions of this Section 9 will override and control any conflicting provision of this agreement.

(e) Corrective Action:
   Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.

(f) Cure:
   Business Associate agrees to take prompt corrective action to cure any security deficiencies.

**Part III**

9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.

(e) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
(g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.

(h) **Indemnification and performance guarantees.** Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

(i) **Assignment:** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

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For: **DEPARTMENT OF HEALTH**

By: ______________________________
Title: ___________________________
Date: ____________________


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For: (Name of Business Associate)

By: ______________________________
Title: ___________________________
Date: _________________

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Approved as to form and legality:

_________________________ Office of the General Counsel

Date:
For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) direct order:

1. Vendor is an independent contractor for all purposes hereof.

2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.

3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.

4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor’s confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.

6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, 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 Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor’s employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.

7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor’s services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor’s intellectual property.

8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the department’s determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable
irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(17)(c), Florida Statutes, provides, “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. TERMINATION: This direct order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds. Unless the provider’s breach is waived by the department in writing, the department may, by written notice to the provider, terminate this direct order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the department’s right to remedies at law or to damages.

12. The terms of this direct order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this direct order shall govern.

13. In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”
ATTACHMENT VII
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the department, and ______ hereinafter referred to as the provider.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:
A. To provide services in accordance with the conditions specified in Attachment I.
B. Requirements of §287.058, Florida Statutes (FS)
   To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider’s refusal to comply with this provision shall constitute an immediate breach of contract.
C. To the Following Governing Law
   1. State of Florida Law
      a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
      b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.
   2. Federal Law
      a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
      b. If this agreement includes federal funds and more than $2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
      c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements.”
      d. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
      e. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment ____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
      f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of
The provider and any subcontractors agree to comply with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.


To provide a financial and compliance audit to the department as specified in Attachment ___ and to ensure that all related party transactions are disclosed to the auditor.

To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:

a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

1) allowable under the contract and applicable laws, rules and regulations;
2) reasonable; and
3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

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

F. Indemnification
NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.
1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys’ fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The provider’s inability to evaluate liability or its evaluation of liability shall not excuse the provider’s duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department’s failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance
To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider’s liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

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

I. Assignments and Subcontracts
1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.

2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider’s obligations,
the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.

4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds
To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 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 provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting
Abuse, Neglect, and Exploitation Reporting
In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged
If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing
1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

4. 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(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the
vendor’s failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements
Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, ”Methods of Administration, Equal Opportunity in Service Delivery.”

O. Independent Capacity of the Contractor
1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider’s officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship
As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: Sponsored by (provider’s name) and the State of Florida, Department of Health. If the sponsorship reference is in written material, the words State of Florida, Department of Health shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice
To submit the final invoice for payment to the department no more than ___ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited
To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor
1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties
1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in
the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.

3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller’s Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed ___ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 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 set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer’s Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on ___ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on ___.

B. Termination

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

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

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

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

C. Renegotiation or Modification
Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department’s operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)
1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

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

3. The name, address, and telephone number of the contract manager for the department for this contract is:

4. The name, address, and telephone number of the provider’s representative responsible for administration of the program under this contract is:

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

E. All Terms and Conditions Included
This contract and its attachments as referenced contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this
contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.
I have read the above contract and understand each section and paragraph. In Witness Thereof, the parties hereto have caused this ___ page contract to be executed by their undersigned officials as duly authorized.

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| FEDERAL EID# (OR SSN): |
| PROVIDER FISCAL YEAR ENDING DATE: |

| STATE OF FLORIDA, DEPARTMENT OF HEALTH |
| SIGNATURE: |
| Print/Type Name: |
| TITLE: |
| DATE: |