

TITLE PAGE
FLORIDA DEPARTMENT OF HEALTH
DOH19-010



INVITATION TO BID (ITB)
FOR
Managed Hosting Services
for the Bureau of Public Health Pharmacy
Pharmaceutical Forms System (PFS)

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone: _____ **Fax Number:** _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID TITLE PAGE, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED 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 any resulting Contract including those contained in the Department Terms and Conditions.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of this Bid. Documentation establishing delegated authority must be included with the Bid if signed by someone other than the authorized representative.

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SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the State of Florida, Department of Health (Department) to obtain competitive prices for Managed Hosting Services for the Bureau of Public Health Pharmacy (BPHP) Pharmaceutical Forms System (PFS) online system.

1.1.1 Legal Authority

Chapter 287, Florida Statutes; section 381.0203, Florida Statutes; and Rule 60A-1.002, Florida Administrative Code.

1.2 Scope of Services

A detailed scope of services page for this solicitation is provided as **Scope of Services (Attachment A)**, in this ITB.

1.3 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to **Sections 3.1** and **4.1** of this ITB for further detail.

1.4 Definitions

In addition to the definitions in the **PUR 1000** and **PUR 1001**, and the **Scope of Services (Attachment A)**, the following definitions also apply to this ITB:

Bid: The complete written response of Respondent to this ITB, including properly completed forms, supporting documents, and attachments.

Business Days: Monday through Friday, excluding state holidays.

Business Hours: 8:00 a.m. to 5:00 p.m., Eastern Time on all business days.

Calendar Days: All days, including weekends and holidays.

Certified Minority Business Enterprise: A business certified by any local governmental jurisdiction or organization accepted by the Department of Management Services, Office of Supplier Diversity (DMS), as a certified minority business enterprise for purposes of doing business with state government when DMS determines that the state's minority business enterprise certification criteria are applied in the local certification process in accordance with section 287.0943, Florida Statutes.

Colocation (Co-lo) Facility: A shared data center space in which a business or other organization can rent space for servers and other hardware. Sometimes additional management services are offered, but a Co-lo is not a public cloud or outsourced IT solution.

Contract: The formal agreement or Order that will be awarded to the successful Provider under this ITB, unless indicated otherwise.

Department: The Department of Health; may be used interchangeably with DOH.

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

Respondent: The business entity that submits a Bid.

Provider: The successful Respondent awarded a contract by the Department in accordance with the terms of this ITB.

State: State of Florida.

Vendor Bid System (VBS): Refers to the State of Florida's internet-based vendor information system, which is available at:
http://myflorida.com/apps/vbs/vbs_main_menu.

Where there is a conflict between a definition in this solicitation, **Section 1.4**, above, and the definition in **Scope of Services (Attachment A)**, the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the **Scope of Services (Attachment A)**, will prevail when the term is used in the **Scope of Services (Attachment A)**.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: **Deborah Brown**
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Email: Deborah.Brown3@flhealth.gov

*****ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL *****

2.2 Restrictions on Communications

Pursuant to section 287.057(23), Florida Statutes, 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 listed in **Section 2.1.**, above. Violation of this provision may be grounds for rejecting a Bid.

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for a two-year period from December 1, 2019 or the Contract execution date whichever is later, subject to renewal as identified in **Section 2.4.** The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract, or for the term of the original Contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

2.5 **Timeline**

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	October 3, 2019	<u>Posted to the Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: October 9, 2019, 5:00 p.m. Eastern Time	Submit to: Florida Department of Health Central Purchasing Office Attention: Deborah Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: Deborah.Brown3@flhealth.gov
Answers to Questions (Anticipated Date)	October 15, 2019	<u>Posted to Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due	Must be received PRIOR to: October 23, 2019, 5:00 p.m., Eastern Time	Submit to: Florida Department of Health Central Purchasing Office Attention: Deborah Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Sealed Bids Opened	October 24, 2019 at 2:00 p.m., Eastern Time	<u>PUBLIC OPENING</u> Submit to: Florida Department of Health Central Purchasing Office Attention: Deborah Brown Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of Intent to Award	October 29, 2019	<u>Posted to the Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu

2.6 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VBS. If the addendum alters the scope or specifications of the solicitation, the Respondent will be required to sign the addendum acknowledging the changes and return it with the Bid submittal. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITB or their Bid.

2.7 Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received in writing (either via United States Postal Service, courier, e-mail, or hand-delivery), by the Procurement Officer identified in **Section 2.1**, within the time indicated in **Section 2.5**. Verbal questions or those submitted after the period specified in **Section 2.5** will not be addressed.

Answers to questions submitted in accordance with **Section 2.5** will be posted on the VBS.

2.8 Basis of Award

A single award will be made to the responsive, responsible Respondent offering the lowest grand total for the services requested in this ITB including delivery, FOB destination. The Department reserves the right to not make an award under this ITB, as determined to be in the best interest of the State.

2.9 Identical Outcomes

The Department will provide the Identical Tie Certification Form, Attachment F, to the affected Respondents in the event the Department's evaluation results in identical outcomes between two or more Respondents. This form must be completed in its entirety and submitted to the Department as specified for review. The purpose of this form is for the affected Respondents to certify their statutory qualifications for a preference to break the tie.

2.10 Modifications and Withdrawal

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, as specified in **Section 2.5**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

2.11 Clarification Process

The Department may request clarification from the Respondent to resolve ambiguities or to question minor irregularities presented in its Bid. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing and address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department.

2.12 Federal Excluded Parties List

In order to comply with Federal grant requirements, and determining Provider responsibility in accordance with sections 287.057(1), (2) and (3), Florida Statutes, and Florida Administrative Code, Rule 60A-1.006(1), a Respondent or its subcontractor(s) that, at the time of submitting a Bid for a new Contract or renewal of an existing Contract is on the Federal Excluded Parties List, is ineligible for, may not submit a Bid for, enter into, or renew a Contract with an agency for goods or services, if any federal funds are being utilized.

2.13 Contract Formation

The Department will enter into a Contract with the awarded Provider pursuant to **Section 2.8**, Basis of Award. The Contract will incorporate the terms of the **Scope of Services (Attachment A)**, the Department's Standard Contract, and the awarded Provider's **Price Page (Attachment B)**.

SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Bid. The PUR 1001 is located at <http://dms.myflorida.com/content/download/2934/11780>.

The terms of this solicitation control over any conflicting terms of the PUR1001.

3.2 Instructions for Submittal

- 3.2.1. Respondents must complete, sign, and return the "Title Page" with their Bid submittal.
- 3.2.2. Respondents must complete and return the **Price Page (Attachment B)** with their Bid submittal.
- 3.2.3. Respondents must submit all technical and pricing data in the formats specified in the ITB.
- 3.2.4. Respondents must submit one original paper copy of their Bid and one original copy on a single USB storage device, or CD, viewable in Adobe Acrobat Reader (PDF). The electronic copy submitted must contain the entire Bid as the submitted original copy, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
- 3.2.5. Bids must be sent by United States Postal Service, courier, or hand delivered to the location indicated in **Section 2.5, Timeline**.
- 3.2.6. Bids submitted via electronic mail (email) or facsimile will **not** be considered.
- 3.2.7. Bids must be submitted in a sealed envelope or sealed package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
- 3.2.8. The Department is not responsible for improperly marked Bids.
- 3.2.9. It is the Respondent's responsibility to ensure its Bid is submitted at the proper place and time indicated in **Section 2.5, Timeline**.
- 3.2.10. Bids must be received by the date and time specified in **Section 2.5, Timeline**.
- 3.2.11. The Department's clocks will provide the official time for Bid receipt.
- 3.2.12. Materials submitted will become the property of the State and accordingly, the State reserves the right to use any concepts or ideas contained in the Bid.

3.3 Cost of Preparation

Neither the Department nor the State is liable for any costs incurred by a Respondent in responding to this solicitation.

3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If Respondent considers any portion of their Bid 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 any other authority, Respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Bid 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 must contain the solicitation name, number, and the name of Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time Respondent submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent will be responsible for defending its determination that the redacted portions of their Bid are confidential, trade secret, or otherwise not subject to disclosure. Further, Respondent must protect, defend, and indemnify the Department for all claims arising from or relating to the determination that the redacted portions of their Bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with their Bid, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

3.5 Price Page (Attachment B)

Respondent must fill out the **Price Page (Attachment B)**, as indicated, and return it with their Bid.

3.6 Prior Experience and Contract Dispute Reporting Form

Respondent must provide documentation of prior experience related to the scope of this Bid and identify all contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with such customer(s) within the last five years related to contracts under which the Respondent provided(s) commodities or services in the United States on an organizational or enterprise level that may impact or has impacted the Respondent’s ability to provide the services described in this solicitation. See **the Prior Experience and Contract Dispute Reporting Form (Attachment C)** for further details and complete the form in its entirety and submit it with the Bid. The term “contract disputes” means any circumstances involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- 3.6.1. Identification by the contract customer that the Respondent was in default or breach of a duty or performance under the contract.
- 3.6.2. An issuance of a notice of default or breach.
- 3.6.3. The assessment of any fines or direct, consequential, or liquidated damages under such contracts.
- 3.6.4. If there are no such contract disputes, the Respondent must submit a statement confirming this fact using the title in its Bid.

3.7 **Subcontractor List**

The Department will not authorize the use of subcontractors in the Contract resulting from this solicitation.

3.8 **Special Accommodations**

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-Bid conference, Bid opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

3.9 **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement**

Upon Contract award, the Provider must execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information. See **the Business Associate Agreement (Attachment H)**, for further details.

3.10 **Responsive and Responsible (Mandatory Requirements)**

Respondent must complete and submit the following mandatory information or documentation as part of their Bid by the time specified in **Section 2.5**. Any Bid which does not contain the information below will be deemed non-responsive to this ITB:

- 3.10.1. **Title Page** must be completed, signed, and submitted with the Bid.
- 3.10.2. **Price Page (Attachment B)**, as specified in **Section 3.5**.
- 3.10.3. **Prior Experience and Contract Disputes Reporting Form (Attachment C)**, as specified in **Section 3.6**.
- 3.10.4. **Statement of Non-Collusion (Attachment D)** as specified in **Section 4.3**.
- 3.10.5. **Respondent Certification Regarding Scrutinized Companies Lists (Attachment E)** as specified in **Section 4.2**.

3.10.6. Bids must document the Respondent's ability to meet the following minimum requirements:

- 3.10.6.1.** Must have three years of experience in Pharmaceutical Forms System (PFS).
- 3.10.6.2.** Must have experience in media buying, production, interactive web, and public relations.
- 3.10.6.3.** Must have three years of experience in business processes in the general medical fields with a focus in pharmaceuticals.
- 3.10.6.4.** Must have three years of experience in the development of web applications using the following languages and tools: ASP.NET, Microsoft SQL, Cascading Style Sheets, HTML, XML, JavaScript, AJAX, and IIS.
- 3.10.6.5.** Must have a minimum of two years of social marketing experience, specifically, in the area of public health.
- 3.10.6.6.** Must provide proof of a currently operational Co-lo Facility or the ability to secure a Co-lo Facility and have it operational at the time of contract execution, as specified in Attachment A, Task B.1.a.1)a) .
- 3.10.6.7.** Must have hardware resources, as specified in Attachment A, Task B.1.a.1)b).
- 3.10.6.8.** Must have the virtual servers resources, as specified in Attachment A, Task B.1.a.1)c).
- 3.10.6.9.** Must have the replication virtual server resources as a backup to the virtual servers resources, as specified in Attachment A, Task B.1.a.1)d).

3.9 Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time specified in **Section 2.5**. Bids that are not received by the date and time specified will not be considered.

SECTION 4.0 SPECIAL CONDITIONS

4.1 **PUR 1000, General Contract Conditions**

The PUR 1000 is incorporated by reference in this ITB and contains general Contract terms and conditions that will apply to any Contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid. The PUR 1000 is located at <http://dms.myflorida.com/content/download/2933/11777>.

The terms of this solicitation control over any conflicting terms of the PUR 1000. Paragraph 31 of PUR 1000 does NOT apply to this ITB or any resulting contract.

4.2 **Scrutinized Companies**

All Respondents seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a contract if Respondent is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

Refer to **Respondent Certification Regarding Scrutinized Companies Lists Form, Attachment E.**

4.3 **Conflict of Interest and Statement of Non-Collusion**

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 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 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.

Refer to **Statement of Non-Collusion Form, Attachment D.**

4.4 **Certificate of Authority**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the Provider to

have appropriate registration may result in withdrawal of the Contract award and forfeiture of its Bid Bond, if applicable.

4.5 Provider Registration

Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

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

4.6 Minority, Women, and Florida Veteran Business Participation

The Department encourages certified minority, women, and Florida veteran business participation in all its solicitations.

4.7 Indemnification

Provider must save and hold harmless and indemnify the Department against any and all liability, claims, judgments, or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of the Contract, resulting in whole or in part from the negligent acts or omissions by Provider, their subcontractor, or any of the employees, agents, or representatives of Provider or subcontractor.

4.8 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures are detailed in the **Scope of Services (Attachment A)**.

4.9 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if Respondent fails to perform in accordance with the Contract terms. The financial consequences are detailed in the **Scope of Services (Attachment A)**.

4.10 Standard Contract

Respondents must become familiar with the Department's Standard Contract which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Department of Financial Service's Chief Financial Officer.

Use of the Standard Contract is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Contract terms and conditions are located at:

<http://www.floridahealth.gov/about/administrative-functions/purchasing/StandardContract122018.pdf>.

4.11 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.

Respondents acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, Florida Statutes.

4.12 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

4.13 Records and Documentation

To the extent that information is used 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 section 119.011(12), Florida Statutes, 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, Respondent must make the public records available for inspection or copying upon request of the Department's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally terminate the Contract.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by 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 the records retention period, Respondent agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word

processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

Respondent must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

4.14 Attorney's Fees

In the event of a dispute prior to or post award, each party responding to this solicitation is responsible for its own attorneys' fees, except as otherwise provided by law.

4.15 Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the United States Postal Service, a private delivery service, in person, or by facsimile during business hours will be accepted. Documents received after business hours will be filed the following business day.

No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send Bids to the Agency Clerk's Office. Send all Bids to the Procurement Officer and address listed in Section 2.5, Timeline.

The Agency Clerk's mailing address:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries:

Agency Clerk
Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 413-8743

ATTACHMENT A SCOPE OF SERVICES

A. Services to be provided:

1. General Description:

- a. General Statement: This Contract is for the provision of managed hosting services for the Bureau of Public Health Pharmacy, Pharmaceutical Forms System's (PFS) online system to support the Department's Division of Emergency Preparedness and Community Support.
- b. Authority: Sections 287.057 and 381.0203, Florida Statutes.

2. Definition of Terms:

- a. Backup and Recovery: The process of backing up data in case of a loss and setting up systems that allow that data recovery due to data loss.
- b. Border Gateway Protocol (BGP): A standardized exterior gateway protocol designed to exchange routing and reachability information among autonomous systems on the Internet.
- c. Colocation (Co-lo) Facility: A shared data center space in which a business or other organization can rent space for servers and other hardware. Sometimes additional management services are offered, but a Co-lo is not a public cloud or outsourced IT solution.
- d. Color Correlated Temperature (CCT) Video Surveillance: A system that uses the correlated temperature of a light source expressed in Kelvins and is a means for describing the appearance or chromaticity of the source itself.
- e. Enterprise-class Distributed Physical Electronically Monitored Security System: Protection of personnel, hardware, software, networks, and data from physical actions and events that could cause serious loss or damage to an enterprise, agency, or institution.
- f. Failover: A method of protecting computer systems from failure, in which standby equipment automatically takes over when the main system fails.
- g. Firewall and Switch Equipment Intrusion: Firewall and switch devices or software application that monitors a network or systems for malicious activity or policy violations.
- h. Fire Suppression System: Used to suppress, extinguish, or prevent the spread of a fire in sensitive environments where water from a fire sprinkler is not a desired extinguishing agent.
- i. Health Insurance Portability and Accountability Act (HIPAA): Enacted by congress in 1996 primarily to modernize the flow of healthcare information, stipulate how Personally Identifiable Information maintained by the healthcare and healthcare insurance industries should be protected from fraud and theft, and address limitations on healthcare insurance coverage.

ATTACHMENT A SCOPE OF SERVICES

- j. Internet Service Provider (ISP): A company that provides customers with Internet access.
- k. Managed Hosting: An isolated hosting environment where the provider handles the setup, administration, management, and support of the server or platform application.
- l. Operating System (OS): Software that communicates with the hardware and allows other programs to run.
- m. Payment Card Industry Data Security Standard (PCI-DSS): An information security standard for organizations that handle branded credit cards from the major card schemes.
- n. Pharmaceutical Forms System (PFS): A cloud based, Department system comprised of multiple sites to form a system for ordering, issuing, inventory, shipping, invoicing, and tracking pharmaceuticals.
- o. Quarter: A three-month period of the contract term, coinciding with the state's fiscal year. The quarters are July through September (first quarter), October through December (second quarter), January through March (third quarter), and April through June (fourth quarter).
- p. Random Access Memory (RAM): The hardware in a computing device where the OS, application programs, and data in current use are kept so they can be quickly reached by the device's processor.
- q. Security Operation Controls (SOC2 Type 2) Certification: A company that has achieved SOC2 type 2 certification has proven its system is designed to keep its clients' sensitive data secure, which includes, the security of the system provider's system, processing integrity of the system, availability of the system, privacy of personal information, and confidentiality of the information.
- r. Simple Mail Transfer Protocol (SMTP): An Internet standard for electronic mail (email) transmission.
- s. Smart Failover Backup: A feature that allows the user to set up a second Wide Area Network (WAN) and Firewall in case the first one fails to assure that the communication between the WAN and the device is always continuous.
- t. Smart Hands: A technical support system where technical staff who are located on-site can either proactively or reactively fix any issues that may arise with Co-lo equipment.
- u. Throttling: The process through which an ISP intentionally limits user bandwidth, slowing down connection and download speeds.

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- v. Tier 4 Data Center: A data center that provides 99.995 percent uptime per year (Tier 4 uptime), fully redundant infrastructure, 96-hour power outage protection, and has 26.3 minutes of annual downtime.
- w. Uptime: The time the data center will be in an operational state.
- x. Veeam Software: A privately held information technology company that develops backup, disaster recovery and intelligent data management software for virtual, physical, and multi-cloud infrastructures.
- y. Virtual Memory System (VMs): A memory management capability of an OS that uses hardware and software to allow a computer to compensate for physical memory shortages by temporarily transferring data from RAM to disk storage.
- z. Virtual Server: A web server that shares computer resources with other virtual servers and is not a dedicated server.
- aa. Wide Area Network (WAN): A telecommunications network or computer network that extends over a large geographical distance and place.

B. Manner of Service Provision

- 1. Scope of Work: Provider will provide manage hosting services for the Bureau of Public Health Pharmacy PFS.
 - a. Task List: Provider will perform the following:
 - 1) Provide managed hosting services for the Bureau of Public Health Pharmacy PFS 24 hours a day, seven days a week, at the time of contract execution, as follows:
 - a) Have a Co-lo Facility, where manage hosting services are provided, that meets the following requirements:
 - (1) Be a Tier 4 Data Center centrally located in Tallahassee, Florida.
 - (2) Maintain a 99.995% data center uptime. For each incident of unscheduled downtime, create an Incident Report that includes the date and time of the unscheduled downtime, a summary of what caused the unscheduled downtime, and the date and time of resolution. Submit the Incident Report to the Contract Manager with the quarterly invoice.
 - (3) Have an onsite remote Smart Hands availability to respond to an incident within one-hour.

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- (4) Have an enterprise-class distributed physical electronically monitored security system that includes the following:
 - (a) Access control;
 - (b) Door alarms;
 - (c) Monitoring 24 hours a day, seven days a week; and
 - (d) CCT video surveillance, with a 90-day or more online storage.
 - (5) Contain a central management system with multi-factor authentication for enter and exit and maintain an electronic record or log of activity.
 - (6) Have a fire suppression system that includes pre-action, zoned dry-pipe sprinkler systems with zoned maintenance aisles and separate suites.
 - (7) Certified for SOC2 Type 2, PCI-DSS, and HIPAA-compliant.
- b) Have the following hardware resources at the time of contract execution:
- (1) Primary dedicated fiber ISP at 200 megabytes per second (mbps).
 - (2) Secondary dedicated fiber ISP at 20 mbps.
 - (3) BGP failover and throttling.
 - (4) Smart failover backup switch.
 - (5) Smart failover backup firewall.
 - (6) Firewall and Switch Equipment Intrusion and issue alert monitoring SMTP.
 - (7) Dell PowerEdge R430 which includes:
 - (a) Central Processing Unit (CPU): 16 CPUs x2.098 GHz;
 - (b) Processor: 64gb DDR4;
 - (c) RAM: 64gb Double Data;

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- (d) Rate Fourth Generation (DDR4); and
 - (e) Hard Disk Hard Drive (HDD): 5.45 TB.
 - (8) Dell PowerEdge R440 which includes:
 - (a) CPU: 12CPUs x2.20GHz;
 - (b) RAM: 64gb DDR4; and
 - (c) HDD: 4.07TB.
 - (9) Intel S260GZ (1U) which includes:
 - (a) CPU: 8CPUs x 2.494 GHz;
 - (b) 4 RAM: 64GB Double Data Rate Third Generation (DDR3); and
 - (c) HDD: 2.72.
 - (10) Network Area Storage device (NAS) that includes:
 - (a) CPU: CPUS X 3.00 GHz;
 - (b) Processor: Intel Xeon E3-1220 v6;
 - (c) RAM: 8gb DDR4; and
 - (d) HDD: 10TB.
 - (11) OS: Windows Storage Server 2016 Workgroup Edition.
- c) Have the virtual server resources at the time of contract execution as follows:
- (1) vCenter Server-Linux (64-bit);
 - (2) Windows Server 2016 (64bit) – Domain Controller/Domain Name System (DNS);
 - (3) Windows Server 2016 (64-bit) – Backup Domain Controller/DNS;
 - (4) Windows Server 2016 (64 bit) – Structured Query;
 - (5) Language (SQL) Server 2017 Version 14.0.1000.169;

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- (6) Windows Server 2016 (64bit) SQL Server 2007 Version 14.0.1000.169 SQL server replication instance (transaction log replication); and
 - (7) Windows Server 2012 (64bit) – Webserver.
- d) Have the replication virtual server resources as a backup to the virtual server resources, as specified in Task B.1.a.1)c), at the time of contract execution, as follows:
- (1) vCenter Server-Linux (64-bit);
 - (2) Windows Server 2016 (64bit) – Domain Controller/DNS;
 - (3) Windows Server 2016 (64-bit) – Backup Domain Controller/DNS;
 - (4) Windows Server 2016 (64 bit) – SQL Server 2017 Version 14.0.1000.169;
 - (5) Windows Server 2016 (64bit) SQL Server 2007 Version 14.0.1000.169 SQL Server replication instance (transaction log replication); and
 - (6) Windows Server 2012 (64bit) – Webserver.
- e) Host the following Department websites as a part of the hosting the PFS throughout the contract term:
- (1) Depcs.sunfocus.org;
 - (2) Depcsdemo.sunfocus.org;
 - (3) Archive.fdohcentralpharmacy.com;
 - (4) Api.fdohcentralpharmacy.com;
 - (5) Apidemo.fdohcentralpharmacy.com;
 - (6) Fdohcentralpharmacy.com;
 - (7) Demo.fdohcentralpharmacy.com; and
 - (8) helpdesk.fdohcentralpharmacy.com.

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- 2) Provide backup and recovery services as follows:
 - a) Provider backup and recovery solution daily for Veeam Software.
 - b) Replicate all Virtual Memory (VMs) to other physical servers nightly between the hours of 6:00 p.m. and 6:00 a.m., Eastern Standard Time.
 - c) Backup all VMs to onsite NAS locations nightly.
 - d) Backup all VMs to offsite facility nightly.
 - e) Backup the SQL Server daily.
 - f) Provide daily SQL Server maintenance plans to replicate transaction log real-time across SQL Server instances.
 - g) Backup databases to NAS nightly.
- 3) Provide compliance monitoring for PCI, HIPAA, and Uptime as follows:
 - a) Uptime monitoring alerts real time monitoring SMTP 9 AND Short Message Service notifications (SMS).
 - b) PCI compliance monitoring which includes monthly scans of the system to ensure protection.
 - c) SQL Server alerts SMTP for disk space and SQL related alerts.
- 4) Create an inventory list of all the hardware resources as specified in Task B.1.a.1)b)(1) through (11) at the time of contract execution. Maintain the inventory list throughout the contract term and submit the list to the Department upon request.
- 5) Create a Quarterly Report of all the backup and recovery services provided as specified in Task B.1.a.1)f)(1) through (7). Maintain the Quarterly Report throughout the contract term and submit it to the Department upon request.
- 6) Comply and ensure all employees, subcontractors, and agents comply at all times with the Department's Data Security Procedures and Policies (Attachment G) in the performance of this contract.

ATTACHMENT A SCOPE OF SERVICES

- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
 - 1) Quarterly: Provision of managed hosting services of PFS, backup and recovery services, and provision of compliance monitoring as specified in Tasks B.1.a.1) through B.1.a.6).
 - c. Performance Measures: Deliverables must be met at the following minimum level of performance:
 - 1) Managed hosting services must be provided as specified.
 - 2) An Incident Report must be created and submitted as specified.
 - 3) Backup and recovery services must be provided as specified.
 - 4) Compliance monitoring for PCI, HIPAA, and Uptime must be provided as specified.
 - 5) The Department's Data Security Procedures and Policies (Attachment G) must be complied with as specified.
2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:
- a. Failure to provide managed hosting services as specified will result in a 40 percent reduction in that quarter's invoice amount.
 - b. Failure to create and submit the Incident Report as specified will result in a five percent reduction in that quarter's invoice amount.
 - c. Failure to provide a backup and recovery services as specified will result in a 25 percent reduction in that quarter's invoice amount.
 - d. Failure to provide compliance monitoring for PCI, HIPAA, and Uptime as specified will result in a 15 percent reduction in that quarter's invoice amount.
 - e. Failure to comply with the Department data security procedures and policies as specified result in a 15 percent reduction in that quarter's invoice amount.
3. Service Location and Times:
- a. Location: TBD.
 - b. Changes in Location: Notify the Department's Contract Manager in writing within 120 days with details of any location change that will affect the Provider's ability to complete the deliverables under this Contract.

**ATTACHMENT A
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c. Service Times: Provide managed hosting services of the PFS system under this Contract 24 hours, seven days a week.

4. Staffing Requirement:

a. Staffing Level: Provider must maintain an adequate administrative organizational structure and support staff sufficient to complete the deliverables under this contract.

b. Professional Qualifications:

- 1) Minimum of two years of social marketing experience, specifically in the area of public health.
- 2) Experience in media buying, production, interactive web, and public relations.
- 3) Three years of experience in business processes in the general medical fields with a focus in pharmaceuticals.
- 4) Three years of experience in the development of web applications using the following languages and tools: ASP.NET, Microsoft SQL, Cascading Style Sheets, HTML, XML, JavaScript, AJAX, and IIS.
- 5) Three years of experience in Pharmaceutical Forms System (PFS).

c. Subcontractors: The Department will not allow subcontractors for the provision of services under this contract.

C. Method of Payment:

1. Payment: This is a fixed price, fixed fee contract. The Department will pay the Provider upon completion of the deliverables as specified in Section B.1.b., in accordance with the terms and conditions of this Contract, and the Provider's price sheet, which is hereby incorporated by reference.

2. Unit of Service: A unit of service will consist of the completion of the required deliverable as specified in Section B.1.b.

3. Invoice Requirements: Provider must submit a properly completed invoice to the Department's Contract Manager within 15 days of completing each deliverable as specified. At a minimum, each invoice must be submitted on the Provider's letterhead, contain a description of all deliverables for the invoice period, number of units delivered per deliverable, total amount due per deliverable, total invoice amount, invoice number, invoice date, and period of services.

**ATTACHMENT A
SCOPE OF SERVICES**

D. Special Provisions:

1. Contract Renewal: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

2. Priority: This contract, its exhibits and attachments, managed hosting services for the PFS, and Provider's response to this ITB, contain all the terms and conditions agreed upon by the parties. In the event of any conflict among these documents, the order of precedence will be this contract, the ITB, and then Provider's Response.

**ATTACHMENT B
PRICE PAGE**

A single award solicitation will be made to the responsive, responsible Provider offering lowest grand total for the services requested in this ITB, including delivery, FOB destination.

Unit price will control in the case of mathematical error(s). Bidder must round up to 2 decimal points.

The format of this price page must not be changed.

Initial Term Pricing:

INITIAL TERM				
Year	Description	Quarterly Rate	Quantity	Total Price
1	Provision of managed hosting services of PFS, backup and recovery services, and provision of compliance monitoring	\$ _____	4 quarters	\$ _____
2	Provision of managed hosting services of PFS, backup and recovery services, and provision of compliance monitoring	\$ _____	4 quarters	\$ _____
Initial Term Sub-total (Year 1 + Year 2)				\$ _____

Renewal Term Pricing:

RENEWAL TERM				
Year	Description	Quarterly Rate	Quantity	Total Price
1	Provision of managed hosting services of PFS, backup and recovery services, and provision of compliance monitoring	\$ _____	4 quarters	\$ _____
2	Provision of managed hosting services of PFS, backup and recovery services, and provision of compliance monitoring	\$ _____	4 quarters	\$ _____
Renewal Term Sub-total (Year 1 + Year 2)				\$ _____

Respondent Name: _____

Printed (Typed) Name and Title: _____

**ATTACHMENT B
PRICE PAGE**

Grand Total Pricing:

GRAND TOTAL (Initial Term Sub-total + Renewal Term Sub-total)	\$ _____
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Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Telephone: _____ **Fax Number:** _____

E-Mail Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED 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 any resulting contract including those contained in the Standard Contract.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____

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

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM**

The document is to be used by the Respondent to certify information related to three years of prior performance related to the scope of this Bid and contract disputes the Respondent (including its affiliates, subcontractors, agents, etc.) has had with any such customer(s) within the last five years.

Customer	
Commodity/Service Provided	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person E-mail address	
Contact Person Phone number	

Customer	
Commodity/Service Provide	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person e-mail address	
Contact Person Phone number	

Customer	
Commodity/Service Provide	
Contract/Agreement #	
Term of Contract/Agreement	
Contact Person Name	
Contact Person e-mail address	
Contact Person Phone number	

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM**

Within the last five years, did Respondent have any contract disputes?

Yes No

If yes, complete the following information:

Customer Name:	_____
Contract Number(s):	_____
Date of Contract Dispute:	_____

Explanation of Dispute:

Resolution of Dispute:

Amount of Fine (if any): _____

By signing this document, I certify to the best of my knowledge that the information presented herein is true, accurate, and complete for contract disputes experienced during the last five years from the date of signature.

Authorized Representative Signature

Date

Additional contract dispute information can be documented on page two of this form and subsequent copies of page two as needed.

**ATTACHMENT C
PRIOR EXPERIENCE AND CONTRACT DISPUTE REPORTING FORM**

Customer Name:	_____
Contract Number(s):	_____
Date of Contract Dispute:	_____

Explanation of Dispute:

Resolution of Dispute:

Amount of Fine (if any): _____

**ATTACHMENT D
STATEMENT OF 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 Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department. I certify I have full authority to legally bind Provider to the provisions of this Bid, proposal or reply.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Provider's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by someone other than the President, Chairman or owner.

ATTACHMENT E
RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Provider Name: _____

Provider Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Provider, I hereby certify that the company identified above in the section entitled "Provider Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. 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 Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Provider's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by someone other than the President, Chairman or owner.

**ATTACHMENT F
IDENTICAL TIE CERTIFICATION**

Respondent Name: _____

Respondent Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Chapter 287, Florida Statutes, provide Respondents the advantage of “tie breakers” whenever two or more bids, proposal, or replies received by an agency are equal with respect to price, quality, and service. For a Respondent to take advantage of the below “tie breakers,” it must meet the statutory qualifications for one or more of these provisions and certify that it qualifies for the cited preference.

If the Department discovers that any information on this form is false after the award to the Respondent is made, the Department reserves the right to terminate the Contract and hold the awarded Respondent liable for costs associated with re-procuring the services. The Respondent certifies that below preferences apply:

Yes	No	Applicable Certification
		<u>Certified Minority Business Enterprise:</u> This Bid is from a certified minority-owned firm or company in accordance with sections 287.057(11) and 287.0943, Florida Statutes.
		<u>Certified Veteran Business Enterprise:</u> This Bid is from a certified veteran business enterprise in accordance with section 295.187, Florida Statutes.
		<u>Drug Free Workplace:</u> This Bid is from a Respondent that currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes.
		<u>Foreign Manufacturer (This preference only applies to State procurements of commodities):</u> This Bid is from a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.
		<u>Preference to Florida Business (This preference only applies to State procurements of personal property:</u> This Bid is from a vendor who meets the requirements of section 287.084, Florida Statutes.
		This Proposal is from a Respondent that is not eligible for any of the above preferences.

Additional Tie Breaker Criteria: If more than one Respondent is entitled to the certified veteran business enterprise preference specified in section 295.187, Florida Statutes or another preference identified above that is applicable to this solicitation, the Department will award the Contract to the business having the smallest net worth as specified in section 295.187(4), Florida Statutes. The Respondent certifies its net worth is:

**ATTACHMENT F
IDENTICAL TIE CERTIFICATION**

As the person authorized to sign this statement on behalf of the Respondent, I certify that this Bid complies fully with the above requirements.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Proposal, Reply or Bids. 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, Reply or Bid, if signed by someone other than the President, Chairman or owner.

SAMPLE

ATTACHMENT G
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as “the (Department”) and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as “Providers” in this attachment.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department’s Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit’s noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider’s expense.
 - c. Provider will provide a copy of its American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 18” (SSAE 18) Service Organization Controls (SOC) Report, SOC #, Type #, to the Department by _____. For each additional year of the contract, at the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 18” (SSAE 18).
 - d. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider’s sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.
 - e. Breach: A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.
 - f. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for

ATTACHMENT G
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department.

- g. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.
- h. Data Retention: Provider must retain data as follows:
 - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
 - i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
 - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Department employees will be accountable for their account activity.
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least 10 characters to include an upper and lowercase letter, a number, and a special character.
 - iii. Department employees must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.

ATTACHMENT G
APPLICATION, DATA SECURITY, AND CONFIDENTIALITY

- c. Department employees must not disable, alter, or circumvent Department security measures.
 - d. Computer monitors must be protected to prevent unauthorized viewing.
 - e. Consultation involving confidential information must be held in areas with restricted access.
 - f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
 - g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a “need-to-know” basis only.
 - h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management’s notification of a security violation.
 - i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.
 - j. All employees are responsible for protecting Department data, resources, and assets in their possession.
 - k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies or suspected/potential breach of security.
 - l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida’s Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:
- a. Follow all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM.
 - b. Use of any connection to the Department’s network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department’s network.
 - c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department’s ISM of any loss or breach of information originating from the Department and retrieved by Provider.
4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.
- Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.

ATTACHMENT H HIPAA BUSINESS ASSOCIATE AGREEMENT

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement and the Florida Information Protection Act of 2014.

This Agreement is entered into between the State of Florida, Florida Department of Health (“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. This Agreement corresponds to the following contract #, purchase order, or memorandum of agreement _____.

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.

Part I: Privacy Provisions

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 take reasonable measures to protect and secure data in electronic form containing personal information as defined by §501.171, Florida Statutes.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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

DOH19-010

Invitation to Bid

Managed Hosting Services for Pharmacy Pharmaceutical Forms System (PFS)

ATTACHMENT H
HIPAA BUSINESS ASSOCIATE AGREEMENT

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.

- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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).
- (n) Business Associate agrees to comply with all aspects of §501.171, Florida Statutes.

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 and the data security requirements of §501.171, Florida Statutes, Business Associate agrees to observe the confidentiality requirements of Chapter 381, Florida Statutes and any other Florida Statute relating to the confidentiality of information provided under this agreement.

ATTACHMENT H
HIPAA BUSINESS ASSOCIATE AGREEMENT

- (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 coterminous with the underlying contract, purchase order, or memorandum of understanding giving rise to this agreement.

(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. 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. Business

**ATTACHMENT H
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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.

Part II: Breaches and Security Incidents

8.0 Privacy or Security Breach.

Business Associate will report to Covered Entity's Privacy Officer or other department contact within 2 business days after the discovery, any unauthorized access, use, disclosure of Covered Entity's protected health information not permitted by the Business Associates Agreement along with any breach of Covered Entity's unsecured protected health information. Business Associate will treat the breach as being discovered in accordance with 45 CFR §164.410. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable time period. Business Associates report will at a minimum:

- (a) Identify the nature of the breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any breach and the date of discovery of the breach;
- (b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or breach (such as whether name, social security number, date of birth, home address, account number or other information was disclosed/accessed) on an individual basis;
- (c) Identify who made the non-permitted use or disclosure and who received it;
- (d) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further breaches;
- (e) Identify what steps the individuals who were subject to a breach should take to protect themselves;
- (f) Provide such other information, including a written report, as Covered Entity may reasonably request.

8.1 Security of Electronic Protected Health Information.

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"), and the Florida Information Protection Act (FIPA) §501.171, Florida Statutes, so that the Covered Entity may meet compliance obligations under HIPAA-AS and FIPA the parties agree:

- (a) 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) and

ATTACHMENT H
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Personal Information (as defined in §501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

- (b) Reporting Security Incidents. Business Associate will report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or unauthorized access of data in an electronic form containing Personal Information as defined in §501.171, Florida Statute, or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.

8.2 Corrective Action:

- (a) 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.
- (b) 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, Personal Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or FIPA 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. Additionally, Business Associate shall indemnify the State of Florida for any time and expenses it may incur from breach notifications that are necessary under either §501.171, Florida Statute or the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414,

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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.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____
