

TITLE PAGE  
FLORIDA DEPARTMENT OF HEALTH  
DOH 15-010



6/2015

REQUEST FOR PROPOSALS (RFP)  
FOR  
Pharmacy Benefits Management Services

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 PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE RFP 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 attached Standard Contract (**Attachment C**).

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 Proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Proposal if signed by other than the authorized representative.

# **TABLE OF CONTENTS**

**SECTION 1.0:** Introductory Materials

**SECTION 2.0:** Procurement Process, Schedule & Constraints

**SECTION 3.0:** Scope of Services

**SECTION 4.0:** Instructions for Proposal Submittal

**SECTION 5.0:** Contract Special Terms and Conditions

**SECTION 6.0:** Proposal Evaluation Process and Criteria

**ATTACHMENT A:** Cost Proposal

**ATTACHMENT B:** Experience Form

**ATTACHMENT C:** Standard Contract

## SECTION 1.0: INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The Department of Health (the Department) is requesting Proposals for Pharmacy Benefits Management services. The purpose of this Request for Proposal (RFP) is to establish a multi-year contract for the Department's AIDS Drug Assistance Program (ADAP) to acquire Pharmacy Benefits Management (PBM) and Claims Adjudication services that ensure that Florida ADAP is the payer of last resort.

#### 1.1.1. Programmatic Authority

The Florida ADAP is a program authorized and funded under Title XXVI of the Public Health Service Act, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009) administered by the Florida Department of Health.

### 1.2 Definitions

**ADAP:** the Florida AIDS Drug Assistance Program, a program within the Bureau of Communicable Diseases, Division of Disease Control and Health Protection of the Florida Department of Health that oversees the purchase and distribution of medications to eligible HIV-infected individuals.

**ADAP grant year:** April 1 - March 31 of each year.

**ADAP PREMIUM PLUS:** A component of the Florida ADAP that assists eligible ADAP clients who have Medicare Part D, Medicaid Share of Cost, Marketplace or private insurance with out-of-pocket costs to include medication co-payments and deductibles for ADAP formulary drugs.

**Affordable Care Act (ACA):** A Federal law providing for a fundamental reform of the U.S. healthcare and health insurance system, formally called the Affordable Care Act or the Patient Protection and Affordable Care Act.

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

**Calendar days:** All days, including weekends and holidays.

**Client:** An individual who certifies with Florida ADAP every six months to receive ADAP services.

**COBRA:** A health insurance plan which allows an employee who leaves a company to continue to be covered under the company's health plan, for a certain time period and under certain conditions.

**Co-insurance:** The amount an ADAP client may be required to pay for prescription services after any plan deductibles are paid.

**Contract:** The formal agreement that will be awarded to the successful Respondent under this RFP, unless indicated otherwise.

**Contract Manager:** An individual designated by the Department to be responsible for the monitoring and management of the Contract.

**Cost Adjudication:** The process by which a PBM provider will electronically process prescription claims at a pharmacy point-of-sale. Electronic processing will include verifying that the claim is for a valid prescription, that the client is currently eligible to receive medications, that all ADAP rules are followed, and that a payment is made to the pharmacy for the medication on behalf of ADAP.

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

**Drug Formulary:** The list of drugs covered by the Florida ADAP.

**Electronic Data Interchange (EDI):** The exchange of routine business transactions from one computer server to another in a secured format, using standard communications protocols.

**Insured:** An ADAP client who has access to health insurance coverage with prescription benefits that cover medications in the ADAP drug formulary.

**Marketplace:** Health insurance coverage purchased in accordance with the Patient Protection and Affordable Care Act (ACA).

**Medicaid:** A joint Federal and State program that helps with medical costs for Florida residents with low incomes and limited resources.

**Medicaid Share of Cost (SOC):** A special type of health insurance for the Florida medically needy individuals. Share of cost is the amount of healthcare expenses an individual must incur before Medicaid coverage kicks in for the month.

**Medicare Part D:** A stand-alone drug plan, offered by insurers and other private companies to beneficiaries that receive Medicare Part A and/or B benefits.

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

**Point of Sale (POS):** Location of pharmacy sale transaction; usually refers to software and hardware used to complete pharmaceutical claim transactions.

**Private Insurance:** Coverage by a health plan provided through an employer or purchased by an individual from a private health insurance company.

**Proposal:** The complete written response of the Respondent to the RFP (technical and cost proposals), including properly completed forms, supporting documents, and attachments.

**Respondent:** An entity that submits a Proposal to the RFP and awarded a contract by the Department in accordance with the Proposal submitted and subsequent negotiations.

**Secondary Payer:** An insurance policy, plan, or program that pays second on a prescription claim.

**Subject Matter Expert:** Person with specific expertise in the content area.

**Vendor Bid System (VBS):** Refers to the State of Florida internet-based vendor information system at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

## SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

### 2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health  
Attention: Jean Lacy  
4052 Bald Cypress Way, Bin B07  
Tallahassee, FL 32399-1749  
Email: [Jean.Lacy@flhealth.gov](mailto:Jean.Lacy@flhealth.gov)

### 2.2 Restriction on Communications

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

### 2.3 Term

It is anticipated that the Contract resulting from this RFP will be for a five (5) year period beginning April 1, 2016 or the Contract execution date, whichever is later, subject to renewal as identified in **Section 5.2**. The contract resulting from this RFP is contingent upon the availability of funds.

### 2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
RFP Advertised / Released	<b>July 7, 2015</b>	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Questions Submitted in Writing	<b>July 22, 2015 4:00 p.m.</b>	<b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention:</b> Jean Lacy Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 E-mail: <a href="mailto:Jean.Lacy@flhealth.gov">Jean.Lacy@flhealth.gov</a>

Answers to Questions (Anticipated Date)	<b>July 29, 2015</b>	<b>Posted to Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Sealed Proposals and Cost Proposals Due</b>  <b>(Must be Sealed)</b>	<b>August 18, 2015</b> <b>2:30 p.m.</b>	<b>PUBLIC MEETING</b>  <b>Submit to:</b> Florida Department of Health Central Purchasing Office <b>Attention:</b> Jean Lacy Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
<b>Technical Proposals Opened</b>	<b>August 18, 2015</b> <b>2:30 p.m.</b>	<b>PUBLIC MEETING</b>  Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Evaluation of Proposals (Anticipated Date)	<b>August 21, 2015</b>	Evaluation Team Members to begin evaluations individually.
<b>Cost Proposals Opened</b>	<b>September 1, 2015</b> <b>10:00 a.m.</b>	<b>PUBLIC MEETING</b>  Florida Department of Health 4052 Bald Cypress Way Suite 310 Tallahassee, FL 32399
Posting of Intent to Award (Anticipated Date)	<b>September 14, 2015</b>	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## 2.5 **Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). It is the responsibility of the Respondent to be aware of any addenda that might affect their Proposal.

## 2.6 **Questions**

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

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in **Section**

**2.1**, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFP Timeline will be posted on the MyFlorida.com Vendor Bid System web site:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **2.7 Identical Tie Proposals**

Where there is identical pricing or scoring from multiple respondents, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

## **2.8 Federal Excluded Parties List**

If federal funds will be utilized, a Respondent or subcontractor(s) that, at the time of submitting a Proposal for a new contract or renewal of an existing contract, is on the Federal Excluded Parties List, is ineligible and may not submit a Proposal for, enter into, or renew a contract with an agency for goods or services.



## **SECTION 3.0: SCOPE OF SERVICES**

### **3.1 Background:**

The goal of the Florida AIDS Drug Assistance Program is to provide access to life-saving medications to qualified individuals living with HIV/AIDS in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009) and Section 381.003, Florida Statutes. The resulting contract will support the ADAP program with Pharmacy Benefits Management services that ensure ADAP as the payer of last resort for its insured clients through the coordination of prescription benefits with insurance carriers.

### **3.2 Scope of Services**

The Department seeks to secure PBM services to manage insurance assistance such as prescription co-payments and/or deductibles for ADAP insured clients through a statewide network of pharmacies with retail and mail-order options. The network shall include a minimum of three (3) pharmacies with at least two (2) with statewide coverage. PBM services should include coordination of pharmacy benefits with other third-party payers ensuring the Department is always the payer of last resort;

The Department will manage client enrollment and maintenance of the eligibility file, as well as the ADAP formulary. The types of insurance currently covered under the Florida ADAP Premium Plus include: Medicare Part D, Medicaid Share of Cost (SOC), Marketplace and employer-sponsored plans including COBRA continuation coverage.

#### **3.2.1. Client Eligibility:**

Only clients eligible for ADAP services with insurance are eligible to receive services. Client eligibility is determined by the Department.

#### **3.2.2. Task List**

The successful Respondent shall perform the tasks listed below.

- A. Claims Processing & Adjudication:** Establish and perform all aspects of claims processing and adjudication, coordination of prescription benefits with a client's primary insurance carrier, point-of-sale transactions, claims reimbursement and reversal, and payment processing capable of making payments to in-network pharmacies in accordance with the client's insurance plan design. The successful Respondent shall be capable of verifying benefits and eligibility with the client's primary insurance carrier before authorizing prescriptions and billing secondary claims to the Department. The successful Respondent shall:
1. Develop and maintain a secured and continuous EDI connection with the ADAP program management application system to enter and maintain patient eligibility information to allow for immediate claim adjudication by pharmacies at POS and to enable ADAP to receive patient information necessary for Federal and State reporting requirements.
  2. Ensure that all pharmacy systems in the statewide network are integrated and centralized.

3. Allow for coordination of primary and secondary prescription claims in real-time. Prescription claims must always pay with ADAP as final payer and shall be the set amount of co-insurance and/or deductible as established by the client's primary insurance policy/insurance carrier.
4. Have the ability to transmit primary and secondary insurance information back to the pharmacies statewide in real time.
5. Process electronic claim submissions for COB as secondary payer for Medicare Part D enrollees. The successful Respondent shall have all necessary systems and processes to ensure accurate processing and coordination of benefits in accordance with all COB provisions of the Plan.
6. Provide ADAP staff with remote access to the successful Respondent's claim system.
7. Have a detailed, mapped recoupment process for instances where other prescription coverage has been identified, so that claims can be reversed and re-billed to the corresponding payer.

**B. Distribution** : Maintain a statewide network of pharmacies as described in **Section 3.2**, in all 67 counties within the State of Florida and an established and operational mail order distribution system capable of serving the needs of all ADAP insured clients, to include:

1. Provide American's with Disabilities Act (ADA) compliant multi-cultural customer service support that includes oral and written communication, at a minimum, in English, Spanish and Haitian Creole.
2. Provide 24-hour toll-free telephone and secure fax access to physicians to call in or transmit prescriptions for mail order pharmacy services.
3. Provide ADAP clients with a prescription co-payment card (containing a unique identification number) to be used when the ADAP client accesses medication from either the retail or mail order pharmacies.
4. Provide ADAP clients electronic notification of critical program information via cell phone, land line telephone, e-mail, texting, and letters.
5. Provide the pharmacy network(s) electronic real-time notification of critical program information or policy updates at point of sale.

**C. Reporting**: To provide comprehensive reporting that enables ADAP to run daily, weekly, monthly, and annual reports to manage resources, monitor and evaluate the program, and meet state and federal reporting requirements, the successful Respondent shall:

1. Provide ADAP with ALL claim level data to include primary and secondary payer information each day through the EDI secured exchange with the ADAP program management application system. All claim data must include those that have out-of-pocket costs associated with the client's insurance and/or report client's claims that do not involve out-of-pocket costs.
2. Provide access to ad-hoc and on-demand reporting tools.
3. Provide access to dedicated staff to meet specific and often quick turnaround reporting needs.
4. Ensure that the claims and eligibility system has the capacity to report the following data elements:
  - i. ADAP Unique Client ID Number
  - ii. Level/Type of ADAP coverage
  - iii. Primary and/or secondary insurance carrier information

### **3.2.3. Service Times**

Each Proposal shall identify the days of the week and hours of the day that the Provider will be available to provide services to the Department.

### **3.2.4 Certifications, Licenses, Permits, Taxes and Equipment**

Respondent must be licensed in the State of Florida to provide pharmacy services. Respondent must pay for all licenses, permits, certificates and taxes required to operate in the State of Florida. Also, Respondent must comply with all applicable federal, state, and local laws, ordinances, codes, regulations, action transmittals, program instructions, and other requirements at no cost to the Florida Department of Health. Respondent will supply all necessary equipment to perform contract.

### **3.2.5 Deliverables**

The successful Respondent shall:

- A. Establish and maintain a continuous and secured EDI connection with the ADAP program management application system to allow for the daily exchange of information between the Department and the successful Respondent as described in **Sections 3.2.2.A** and **3.2.2.C**.
- B. Provide continuous pharmacy benefits management and claims adjudication services as described in **Section 3.2.2.A** to the Florida ADAP throughout the statewide network of pharmacies defined in **Section 3.2** and described in **Section 3.2.2.B**.
- C. Furnish the Department with a weekly detailed (itemized) invoice of prescription claims costs. The invoice and supporting documentation shall include:
  - a. A list of all secondary claims adjudicated during the invoice period as described in **Section 3.2.2.A** for eligible insured clients and paid to in-network pharmacies as described in **Sections 3.2.2.B**.
  - b. All service fees associated with adjudicated and paid claims during the invoice period.

### **3.2.6 Minimum Qualifications**

The Department seeks a PBM provider with five (5) or more years of experience in

- a. Providing pharmacy benefits management and claims adjudication services, to include:
  - a. point-of-sale claims processing in real time;
  - b. coordination of pharmacy benefits,
  - c. secured electronic data interchange,
  - d. information tracking and reporting.
- b. Working with a statewide network of Florida-licensed pharmacies.

## SECTION 4.0: INSTRUCTIONS FOR PROPOSAL SUBMITTAL

### 4.1 General Instructions to Respondents (PUR1001)

This section explains the general instructions of the solicitation process to respondents (PUR 1001) and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Proposal:

<http://dms.myflorida.com/content/download/2934/11780>

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

### 4.2 Proposal Format

The Department discourages lengthy Proposals. Respondents are asked to use the following format:

4.2.1 Proposals should be on paper that is 8.5 by 11 inches.

4.2.2 The font size and style is at the discretion of the Respondent but should be at least 11 point.

4.2.3 The pages should be numbered and one-inch margins should be used.

4.2.4 Technical Proposals should include an index identifying the page number/section where information can be located in the Proposal.

4.2.4.1. Separation of Technical and Cost Proposals (Mandatory Requirement):

Respondents must separate the technical proposal from the cost proposal and ensure labeling as described in **Section 4.4**.

### 4.3 Copies of Proposals

**Respondents must submit the following copies:**

#### 4.3.1. Technical Proposal

One original and (5) five paper copies of the Technical Proposal must be submitted no later than the date and time set forth in the Timeline. In addition, the original should contain an electronic version of the Proposal as submitted, including all supporting and signed documents, on a compact disk (CD) with pdf formatted documents.

Refer to **Section 4.7** for information on redacting confidential information, if applicable.

The “original” paper copy of the Technical Proposal will be considered the authority if there are any differences between the paper and electronic copies.

Respondents must not disclose cost information in the body of the Technical Proposal. Including cost information will cause the Proposal to be disqualified (Mandatory Requirement, refer to *Section 4.4*).

#### 4.3.2. Cost Proposal

One original copy of the Cost Proposal (Mandatory Requirement, refer to *Section 4.4*) must be submitted using **Attachment A**: Cost Proposal, no later than the date and time set forth in the timeline. No copies are requested.

The Cost Proposal must be enclosed in a separate sealed envelope and must be identified in accordance with *Section 4.4*.

### 4.4 Proposal Labeling

#### 4.4.1. Technical Proposal

The Technical Proposal should be sealed and identified as follows:

DOH 15-010  
Request for Proposals for  
Pharmacy Benefits Management  
Due: August 18, 2015  
Respondent's Name  
**TECHNICAL PROPOSAL**

#### 4.4.2. Cost Proposal

It is **mandatory** that the Respondent's Cost Proposal be in a separate sealed envelope and identified as follows:

DOH 15-010  
Request for Proposal for  
Pharmacy Benefits Management  
Due: August 18, 2015  
Respondent's Name  
**COST PROPOSAL**

4.4.3. All Proposals must be sent or delivered to the Department of Health, Central Purchasing Office, 4052 Bald Cypress Way Bin B07, Tallahassee, Florida 32399.

### 4.5 Instructions for Submittal

4.5.1. Respondents are required to complete, sign, and return the "Title Page" with the Proposal submittal. (Mandatory Requirement)

4.5.2. Respondents are required to complete, sign, and return the "Cost Proposal" in a separate sealed envelope with the Proposal submittal. (Mandatory Requirement)

- 4.5.3. Respondents must submit all technical and cost data in the formats specified in the RFP.
- 4.5.4. Proposals may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the Timeline.
- 4.5.5. Proposals submitted electronically will **not** be considered.
- 4.5.6. The Department is not responsible for improperly marked Proposals.
- 4.5.7. It is the Respondent's responsibility to ensure its submittal at the proper place and time indicated in the RFP Timeline.
- 4.5.8. The Department's clocks will provide the official time for Proposal receipt.
- 4.5.9. Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the response.

#### **4.6 Cost of Preparation**

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

#### **4.7 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 the Respondent considers any portion of its Proposal to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must segregate and clearly mark the document(s) as "**CONFIDENTIAL.**"

Simultaneously, the Respondent will provide the Department with a separate redacted paper and electronic copy of its Proposal 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 the Respondent on the cover, and must be clearly titled "**REDACTED COPY.**"

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

#### **4.8 Cost Proposal**

Each respondent must provide its proposed cost utilizing **Attachment A**. Cost Proposal. The proposed cost should not be carried more than two places to the right of the decimal point.

#### **4.9 Documentation**

Respondents must complete and submit the following information or documentation as part of their Technical Proposal:

##### **4.9.1. Experience**

Respondents must provide contact information for three (3) entities the Respondent has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondents may use **Attachment B**, Experience Form of this RFP to provide the required information. The Department reserves the right to contact any and all entities, prior to execution of a contract, in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

#### **4.10 Special Accommodations**

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

#### **4.11 Responsive and Responsible (Mandatory Requirement)**

Respondents must complete and submit the following **mandatory** information or documentation as a part of the Proposal and comply with mandatory requirements. Any Proposal which does not meet the below requirements or contain the specified information will be deemed non-responsive.

- a. Proposals must be received by the time specified in the Timeline (**Section 2.4**).
- b. The Title Page of this RFP must be completed, signed, and returned with the technical Proposal.
- c. The Cost Proposal (**Attachment A**) must be completed, signed, and returned in a separate sealed envelope with RFP submittal. **Cost information must not be contained in Respondent Technical Proposals.**

#### **4.12 Late Proposals**

The Procurement Officer must receive Proposals pursuant to this RFP no later than the date and time shown in the Timeline (Refer to **Section 2.4**). Proposals that are not received by the time specified will not be considered.

## **SECTION 5.0: CONTRACT TERMS AND CONDITIONS (not exclusive)**

### **5.1 General Contract Conditions (PUR1000)**

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that will apply to any contract resulting from this RFP, to the extent they are not otherwise modified. This document should not be returned with the Proposal. <http://dms.myflorida.com/content/download/2933/11777>

**The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.**

### **5.2 Renewal**

The Contract resulting from this solicitation may be renewed. Contracts may be renewed for a period that may not exceed three years or 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.

### **5.3 Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the 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 Respondent 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, auditing, or any other advisory capacity to constitute participation in drafting of the solicitation.

### **5.4 Certificate of Authority**

All corporations, limited liability companies, 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 607, 608, 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 selected contractor to have appropriate registration may result in withdrawal of contract award.



## **5.5 Respondent Registration**

Each Respondent doing business with the State of Florida 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 Florida Administrative Code Rule 60A-1.030. 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 successful Respondent must be registered in the MyFloridaMarketPlace system within 5 days after posting of intent to award.

Registration may be completed at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors).

Respondents 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.

## **5.6 Minority-, Woman-, Service-Disabled Veteran, and Veteran-Owned Business Enterprise Participation**

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women owned businesses. Participation of a diverse group of respondents doing business with the State is central to the Department's effort. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process.

## **5.7 Subcontractors**

Respondent may enter into written subcontracts for performance of specific services (but not all contract services) under the Contract resulting from this solicitation, as specified in the terms of the Standard Contract (**Attachment C**). Anticipated subcontract agreements known at the time of Proposal submission and the amount of the subcontract must be identified in the Proposal. If a subcontract has been identified at the time of Proposal submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the Respondent enters into with respect to performance under the Contract will in any way relieve the Respondent of any responsibility for performance of its contractual responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

## **5.8 Commercial General Liability Insurance**

Respondent must secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect himself, any subcontractor(s), and the State of Florida. Respondent 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 this contract, resulting in whole or in part from the negligent acts or omissions of Contract, his subcontractor, or any of the employees, agents, or representatives of the contractor or subcontractor.

- A. Workers' Compensation in accordance with applicable state laws and regulations.
- B. General Liability Insurance covering all operations and services under the contract in amounts sufficient to protect the Department.
- C. Commercial Automobile Liability Insurance in amounts sufficient to protect the Department.

Certificates of insurance coverage described above must be furnished by the Respondent on request of the Department.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.

#### **5.9 Performance Measures**

Pursuant to Section 287.058(1)(e), Florida Statutes, the resulting contract must contain performance measures which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.

#### **5.10 Financial Consequences**

Pursuant to Section 287.058, Florida Statutes, the contract resulting from this solicitation must contain financial consequences that will apply if Respondent fails to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and contract amount.

#### **5.11 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 law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Standard Contract (**Attachment C**) is mandatory for Departmental contracts and the terms and conditions contained in the Standard Contract are non-negotiable.

#### **5.12 Conflict of Law and Controlling Provisions**

Any contract resulting from this RFP, plus any conflict of law issue, will be governed by the laws of the State of Florida. Venue must be Leon County, Florida.

### **5.13 Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in Section 119.011(1), 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, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the Respondent’s refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this RFP and entitles the Department to unilaterally cancel the Contract agreement. The Respondent will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP must be retained by the 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, the 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.

The 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.

Pursuant to Section 119.0701, Florida Statutes, the Respondent must keep and maintain public records that ordinarily and necessarily would be required by Respondent in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of Respondent upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

## SECTION 6.0: PROPOSAL EVALUATION PROCESS AND CRITERIA

### 6.1 Introduction

The Department will evaluate and score Proposals to determine the most advantageous Proposal. The ability of the Department to evaluate a Respondent's Proposal is dependent upon the completeness of the Proposal.

Failure of a Respondent to provide information requested by this RFP may result in reduction in scoring during the evaluation.

The Department may accept or reject any and all Proposals, and waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests.

### 6.2 Evaluation Criteria

The Department will evaluate proposals against all evaluation criteria set forth in **Section 3** in order to determine the proposal most advantageous to the Department. **Points are allocated as follows:**

Technical Proposal	<u>80</u>
Cost Proposal	<u>20</u>
<b>MAXIMUM AVAILABLE POINTS</b>	<u>100</u>

#### 6.2.1. Technical Proposal Scoring

Technical Proposals will be scored by the Evaluation Team in the areas indicated below. The raw scores in each evaluation area from each team member will be averaged together. These average scores will be added to determine each Respondent's Technical Proposal score.

<b>Evaluation Area</b>	<b>Total Technical Score</b>
Claims Processing & Claim Adjudication <b>Section 3.2.2.A</b>	25 points maximum
Distribution (Statewide) <b>Section 3.2.2.B</b>	20 points maximum
Reporting <b>Section 3.2.2.C</b>	15 points maximum
Description and Documentation of Minimum Qualifications ( <b>Section 3.2.6</b> )	20 points maximum
<b>TOTAL MAXIMUM POINTS POSSIBLE (Technical Proposal)</b>	80

### 6.3 Cost Proposal Opening

Cost Proposals will be opened in a public meeting after scoring and ranking of Technical Proposals.

### **6.3.1. Cost Proposal Scoring**

The Department's cost evaluation will be based upon the Respondent's proposed cost, as prescribed in **Section 4.8** of this RFP. The proposed cost will be scored in accordance with the below formula:

$$\text{Maximum Cost Proposal Points} \times (\text{Lowest Proposal Total Cost} / \text{Respondent's Proposal Total Cost}) = \text{COST SCORE}$$

### **6.4 Notice of Agency Decision**

At the conclusion of evaluation of the proposals the Department will announce its intended decision. Notice will be posted on the state's Vendor Bid System. The Department will award to the responsible, responsive Respondent determined to be the most advantageous to the state, taking into consideration technical and cost proposals.

Award of a Contract does not guarantee placement of order for services.

The Department reserves the right to award more than one contract as a result of this RFP.

### **6.5 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 shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern Time) will be accepted. Documents received after 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 the Timeline.**

**The Agency Clerk's mailing address is:**  
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 is:**  
Agency Clerk, Department of Health  
2585 Merchants Row Blvd.  
Tallahassee, Florida 32399  
Fax No. (850) 410-1448

**ATTACHMENT A  
COST PROPOSAL**

<b>Price Schedule Year 2015-2016</b>			
<b>Required Services</b>	<b>Pricing Model*</b>	<b>Estimated Number per Year</b>	<b>Yearly Total 2015-2016</b>
<b>Retail Pharmacy</b>			
1. Dispensing fee per Prescription	\$	N/A	N/A
2. Transaction Fee(s) <input type="checkbox"/> <i>Per Prescription</i> <input type="checkbox"/> <i>Per Transaction</i>	\$	N/A	N/A
<b>Other Fees</b>			
1. Manual (Paper) Claim Fee <input type="checkbox"/> <i>Per Prescription</i> <input type="checkbox"/> <i>Per Transaction</i>	\$		\$
2. Implementation Fee(s)	\$	1	\$
3. Monthly Fee	\$	12	\$
4. Administration Fee(s)	\$	1	\$
5. Training Fee(s)	\$	1	\$
6. Reporting Fee(s)	\$	1	\$
7. One Time Fee(s)	\$	1	\$
<b>Year 2015-2016 Total:</b>			<b>\$</b>

**ATTACHMENT A  
COST PROPOSAL**

<b>Price Schedule Year 2016-2017</b>			
<b>Required Services</b>	<b>Pricing Model*</b>	<b>Estimated Number per Year</b>	<b>Yearly Total 2016-2017</b>
<b>Retail Pharmacy</b>			
1. Dispensing fee per Prescription	\$	N/A	N/A
2. Transaction Fee(s) <input type="checkbox"/> <i>Per Prescription</i> <input type="checkbox"/> <i>Per Transaction</i>	\$	N/A	N/A
<b>Other Fees</b>			
1. Manual (Paper) Claim Fee <input type="checkbox"/> <i>Per Prescription</i> <input type="checkbox"/> <i>Per Transaction</i>	\$		\$
2. Implementation Fee(s)	\$	1	\$
3. Monthly Fee	\$	12	\$
4. Administration Fee(s)	\$	1	\$
5. Training Fee(s)	\$	1	\$
6. Reporting Fee(s)	\$	1	\$
7. One Time Fee(s)	\$	1	\$
<b>Year 2016-2017 Total:</b>			<b>\$</b>

**ATTACHMENT A  
COST PROPOSAL**

<b>Price Schedule Year 2017-2018</b>			
<b>Required Services</b>	<b>Pricing Model*</b>	<b>Estimated Number per Year</b>	<b>Yearly Total 2017-2018</b>
<b>Retail Pharmacy</b>			
1. Dispensing fee per Prescription	\$	N/A	N/A
2. Transaction Fee(s) <input type="checkbox"/> Per Prescription <input type="checkbox"/> Per Transaction	\$	N/A	N/A
<b>Other Fees</b>			
1. Manual (Paper) Claim Fee <input type="checkbox"/> Per Prescription <input type="checkbox"/> Per Transaction	\$		\$
2. Implementation Fee(s)	\$	1	\$
3. Monthly Fee	\$	12	\$
4. Administration Fee(s)	\$	1	\$
5. Training Fee(s)	\$	1	\$
6. Reporting Fee(s)	\$	1	\$
7. One Time Fee(s)	\$	1	\$
<b>Year 2017-2018 Total:</b>			<b>\$</b>



**ATTACHMENT A  
COST PROPOSAL**

<b>Price Schedule Year 2018-2019</b>			
<b>Required Services</b>	<b>Pricing Model*</b>	<b>Estimated Number per Year</b>	<b>Yearly Total 2018-2019</b>
<b>Retail Pharmacy</b>			
1. Dispensing fee per Prescription	\$	N/A	N/A
2. Transaction Fee(s) <input type="checkbox"/> Per Prescription <input type="checkbox"/> Per Transaction	\$	N/A	N/A
<b>Other Fees</b>			
1. Manual (Paper) Claim Fee <input type="checkbox"/> Per Prescription <input type="checkbox"/> Per Transaction	\$		\$
2. Implementation Fee(s)	\$	1	\$
3. Monthly Fee	\$	12	\$
4. Administration Fee(s)	\$	1	\$
5. Training Fee(s)	\$	1	\$
6. Reporting Fee(s)	\$	1	\$
7. One Time Fee(s)	\$	1	\$
<b>Year 2018-2019 Total:</b>			<b>\$</b>

**ATTACHMENT A  
COST PROPOSAL**

<b>Price Schedule Year 2019-2020</b>			
<b>Required Services</b>	<b>Pricing Model*</b>	<b>Estimated Number per Year</b>	<b>Yearly Total 2019-2020</b>
<b>Retail Pharmacy</b>			
1. Dispensing fee per Prescription	\$	N/A	N/A
2. Transaction Fee(s) <input type="checkbox"/> Per Prescription <input type="checkbox"/> Per Transaction	\$	N/A	N/A
<b>Other Fees</b>			
1. Manual (Paper) Claim Fee <input type="checkbox"/> Per Prescription <input type="checkbox"/> Per Transaction	\$		\$
2. Implementation Fee(s)	\$	1	\$
3. Monthly Fee	\$	12	\$
4. Administration Fee(s)	\$	1	\$
5. Training Fee(s)	\$	1	\$
6. Reporting Fee(s)	\$	1	\$
7. One Time Fee(s)	\$	1	\$
<b>Year 2019-2020 Total:</b>			\$

<b>GRAND TOTAL:</b> <b>(Initial year and renewal periods)</b>	\$
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Proposer Name: \_\_\_\_\_

**ATTACHMENT B  
EXPERIENCE FORM**

Respondent's Name: \_\_\_\_\_

Respondents must provide contact information for three (3) entities the Respondent has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondents may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Respondent's responsibility. The Department's determination is not subject to review or challenge.

1.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
	<b>General Description of Work:</b>	
	<b>Service Dates:</b>	
	<b>Approximate Contract Value:</b>	\$
2.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
	<b>General Description of Work:</b>	
	<b>Service Dates:</b>	
	<b>Approximate Contract Value:</b>	\$

**ATTACHMENT B  
EXPERIENCE FORM**

3.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
	<b>General Description of Work:</b>	
	<b>Service Dates:</b>	
	<b>Approximate Contract Value:</b>	\$

CFDA No.  
CSFA No.

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT**

Client  Non-Client  
 Multi-County

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

**THE PARTIES AGREE:**

**I. THE PROVIDER AGREES:**

**A. To provide services in accordance with the conditions specified in Attachment I.**

**B. Requirements of §287.058, Florida Statutes (F.S.)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 *CFR*, Part 74, and/or 45 *CFR*, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 *CFR* Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the Department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

#### **D. Audits, Records, and Records Retention**

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the Department, the provider will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Department.
- 5. Persons duly authorized by the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the Department as specified in Attachment \_\_\_\_\_ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
  - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.  
Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) allowable under the contract and applicable laws, rules and regulations;
    - 2) reasonable; and
    - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
  - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.  
To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.
- 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

#### **E. Monitoring by the Department**

To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Department will deliver to the

provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Department; and (3) the termination of this contract for cause.

#### **F. Indemnification**

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the provider of a claim shall not release the provider of the above duty to defend. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, F.S.**

#### **G. Insurance**

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

#### **H. Safeguarding Information**

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

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Subcontractor Expenditure Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

#### **J. Return of Funds**

To return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

#### **K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

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

**L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F.A.C. The provider shall submit to the Department the reports required pursuant to Volume 10, Chapter 27, Department of Health Accounting Procedures Manual.

**M. Purchasing**

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

2. Procurement of Materials with Recycled Content

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

3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to §287.057(23), F.S. (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

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

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

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

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

**P. Sponsorship**

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

**Q. Final Invoice**

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



**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

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

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

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

**V. Electronic Fund Transfer**

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

**W. Information Security**

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

**II. THE DEPARTMENT AGREES:****A. Contract Amount**

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

**B. Contract Payment**

Pursuant to §215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in

a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

**C. Vendor Ombudsman**

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

**III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**

**A. Effective and Ending Dates**

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

**B. Termination**

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

**C. Renegotiation or Modification**

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

**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**E. All Terms and Conditions Included**

This contract and its attachments as referenced, \_\_\_\_\_ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_\_\_ page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:** \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**PRINT/TYPE NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STATE AGENCY 29-DIGIT FLAIR CODE:** \_\_\_\_\_

**FEDERAL EID# (OR SSN):** \_\_\_\_\_

**PROVIDER FISCAL YEAR ENDING DATE:** \_\_\_\_\_