DOH11-075: Pulse Oximeters
Invitation To Bid

TITLE PAGE

STATE OF FLORIDA

DIVISION OF CHILDREN’S MEDICAL SERVICES
INVITATION TO BID
DOH11-075: PULSE OXIMETERS

Administrative Lead:
Sabrina Smith, Purchasing
Florida Department of Health
4052 Bald Cypress Way
Tallahassee, Florida 32399-1749
FAX: 850-412-1183

Vendor Name: __________________________________________________________
Vendor Mailing Address: __________________________________________________
City, State, Zip: _________________________________________________________
Telephone Number: ______________________________________________________
Email Address: __________________________________________________________
Federal Employer Identification Number (FEID): _____________________________
Authorized Signature (Manual): ___________________________________________
Authorized Signature (Typed) and Title: ____________________________________
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<th>ACTIVITY</th>
<th>DUE DATE</th>
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<tr>
<td>Bid Advertised</td>
<td>7/24/12</td>
<td>Vendor Bid System <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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<tr>
<td>Questions Submitted in Writing NO PHONE CALLS</td>
<td>7/31/12 by 5:00 pm EST</td>
<td>Submit to: Florida Department of Health Purchasing - <strong>Sabrina Smith</strong>, Suite 310 4052 Bald Cypress Way Tallahassee, FL 32399-1749 Email: <a href="mailto:sabrina_smith@doh.state.fl.us">sabrina_smith@doh.state.fl.us</a> Fax: 850-412-1183</td>
</tr>
<tr>
<td>Answers to Questions</td>
<td>8/3/12</td>
<td>Vendor Bid System <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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<tr>
<td>SEALED BIDS DUE AND OPENED:</td>
<td>Must be received PRIOR to: 8/9/2012 @ 2:30pm EST</td>
<td>Submit to: Florida Department of Health Purchasing - <strong>Sabrina Smith</strong>, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749</td>
</tr>
<tr>
<td>Anticipated Posting</td>
<td>8/12/12</td>
<td>Vendor Bid System <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
</tr>
</tbody>
</table>
SECTION 1.0 GENERAL INSTRUCTION’S TO RESPONDENTS (PUR1001)
The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in
this bid by reference. There is no need to return this document with the bid response.
http://dms.myflorida.com/content/download/2934/11780

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

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose
The purpose of this Invitation to Bid (ITB) is to purchase and/or rent Pediatric Pulse Oximeter Units and probes.

3.2 Term
It is anticipated that the contract resulting from this Invitation to Bid will be for a three (3) year contract period with
annual Purchase Orders, subject to availability of funds.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 General Statement
When the Department finds it necessary to purchase the machine, the Department will continue to award to the successful
respondent whose purchase price is the lowest. Vendors may respond to (1) the purchase of the oximeters and probes or,
(2) the renting of the oximeters and the purchase of probes or both. The vendor must provide both the oximeter and the
probe, they may not bid on just the oximeter or just the probe. The estimated annual quantity for Southwest Florida
Region is 57 pulse oximeter units and 1992 probes including permanent and or disposable, pediatric and or infant
according to medical necessity and authorization, with an estimated annual budget for this project of $128,940.00.
Purchases and rentals will generally be made in single unit increments when a Children’s Medical Services (CMS)
physician orders a pediatric pulse oximeter for a specific patient.

4.2 Specifications
Detailed specifications for this solicitation are provided as Attachment I to this ITB.

4.3 Training
Training will be provided to the Client and/or caregiver on the use and maintenance of the equipment for each model
delivered to each client. The cost of the training must be included in the unit cost.

Please specify the nature of your training and who will be providing this training. The training must include a written
manual, face-to-face training with client and/or caregiver, in the caregivers’ home/residence, including but not limited to
troubleshooting, care and maintenance of pulse oximeter and probe. You must provide a toll free telephone number, 24
hours a day, 7 days a week with staff capable of providing technical assistance and trouble shooting to clients or
caregivers.
4.4 Manuals

Equipment operation manuals are to be sent with each piece of equipment at no additional cost. When the Direct Order is issued one additional set of equipment operation manuals for each piece/model of equipment is to be provided to the CMS Regional Office at no extra cost.

4.5 Warranty

All equipment purchased through a bid must be warranted against defects, poor workmanship, and insufficient performance, covering a period of not less than one (1) year from the date of installation. The date of installation is considered when it is delivered to the user’s home and they are trained in its use.

Replacement of any defective part within the warranty period shall be provided, without cost, to the Department in response to requests for warranty service to the vendor by clients or caregivers. The vendor is responsible for repairs or replacements during the rental periods. If equipment is purchased the manufacturers warranty should be used as long as it covers one year.

Warranty documentation is required with bid submittal.

This will include but not limited to warranty certificates, contact details for persons to be contacted for warranty repairs and specific time frame for how long it will take to effect warranty repairs.

4.6 Delivery

Items must be delivered to the client’s address FOB destination and inside delivery, as stated on Prescription (within 48 hours of service authorization by CMS nurse care coordinator) or in the event that the child is hospitalized items must be delivered FOB destination and inside delivery to the hospital prior to the child’s discharge from the hospital.

4.7 HIPAA Business Associate Agreement

The successful respondent will be required to execute a HIPAA Business Associate Agreement and comply with all provisions of state and federal law regarding confidentiality of patient information (see Attachment VIII).

4.8 Documentation

Submit the following documentation, including but not limited to:

- Title Page, completed and signed;
- Attachment III, Experience Form;
- Attachment V, Required Certifications, completed and signed;
- Attachment VIII HIPAA Business Associate Agreement;
- Lease Agreement between Vendor and Department

4.9 Responsive and Responsible

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any response which does not contain the information below shall be deemed non-responsive.

- Attachment II – Price Page;
- Warranty Section 4.5, for each pulse oximeter bidder submits a bid on;
- Attachment IX, CMS Commodity and Services Application;
- Training Documentation
- Lease Agreement between Vendor and Department
4.10 Records and Documentation

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

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

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

The successful bidder shall 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 shall be permitted without delay.

SECTION 5.0 – SPECIAL INSTRUCTIONS TO RESPONDENTS

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

5.1 Instruction for Bid Submittal

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. This Special Instruction takes precedence over General Instruction # in PUR1001.
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder’s responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline. The Department’s clocks will provide the official time for the bid receipt and opening.
- Late bids will not be accepted.
- Bidders are required to complete, sign, and return the “Title Page” with their bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original bid and one electronic copy on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.
5.2 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the 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 response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “REDACTED COPY.”

The Redacted Copy shall be provided to the Department at the same time the respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the 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.

5.3 Bidder Inquiries

This Special Instruction takes precedence over General Instruction#5 in PUR 1001.

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

Answers to questions submitted in accordance with the ITB Timeline and/or during a pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site:
http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:
Florida Department of Health
Attention:Sabrina Smith, Suite 310
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1183
Email: Sabrina_smith@doh.state.fl.us

However, note that pursuant to s. 287.057(23):

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.
5.4 **Special Accommodations**

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

5.5 **Price Page**

The Price Page is **Attachment II** of this ITB. It must be completed as indicated, signed, and return with the bid response.

5.6 **Experience**

Vendors are required to submit with the bid contact information for three (3) entities it has provided with commodities similar to those requested in this solicitation. Vendors shall use **Attachment III**, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department’s determination is not subject to review or challenge.

5.7 **Required Certifications**

All vendors must sign and return to the Department the Required Certifications form, **Attachment V** hereto, with their bid submission. **Any vendor that failing to return this Required Certifications form will be considered nonresponsive.**

**SECTION 6.0 SPECIAL CONDITIONS**

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

6.1 **Renewal**

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

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal year shall be submitted for evaluation by the Department and shall not exceed 5% of the original bid price. The renewal may not include any compensation for costs associated with the renewal. Vendors must complete and submit the renewal pricing section of the price page, see **Attachment II Price Page**. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6.2 **Cost of Bid Preparation**

Neither the Department of Health nor the State is liable for any costs incurred by a bidder in preparing and/or responding to this Invitation to Bid.

6.3 **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, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.
Information about registration is available, and 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). Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

### 6.4 W9 Initiative

The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: [https://flvendor.myfloridaefo.com/](https://flvendor.myfloridaefo.com/)

### 6.5 Verbal Instructions Procedure

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

### 6.6 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the bidding specifications or documents during the bidding 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 vendor to be aware of any addenda that might affect the submitted bid.

### 6.7 Certificate of Authority

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

### 6.8 Bid Evaluation

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

### 6.9 Basis of Award

The Department shall award to the responsive, responsible bidder(s) 1) offering the lowest combined total purchase price for unit and probe (training included) and 2) offering the lowest combined rental price for the unit and purchase price for the probe for the items requested or equivalent brand the vendor has in stock that produces the same result, works mechanically the same as the brand name listed and is used under the same medical circumstances as the brand name listed in this Invitation to Bid. Price shall include all shipping, handling charges, FOB Destination. Department reserves the right to award to a single vendor, or to award to multiple vendors that have been deemed responsive and responsible.
6.10 **Identical Tie Bids**

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A – 1.011 F.A.C.

6.11 **Minority and Service-Disabled Veteran Business – Participation**

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

6.12 **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 in not eligible to receive such contract. However, this prohibition does not prevent a bidder who responds to a request for information from being eligible to contract with an agency.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation. Acknowledge acceptance on Required Certifications, Attachment V.

6.13 **Standard Contract/Purchase Order**

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

6.14 **Termination**

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

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

6.15 **Conflict of Law and Controlling Provisions**

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

6.16 **E-Verify**

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, [https://e-verify.uscis.gov/emp](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.”

6.17 **Scrutinized Companies**

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

6.18 **Providers Business Location**

Providers must have a physical business location and a functional landline business phone in Florida. The provider must have a representative in or within 30 miles of the CMS Southwest Florida Region which is inclusive of Sarasota, Charlotte, DeSoto, Manatee, Lee, Glades, Hendry and Collier Counties.

The agency may make exceptions for providers of durable medical equipment or supplies not otherwise available from other enrolled providers located within the state.
ATTACHMENT I
SPECIFICATIONS

In accordance with the CMS Medical Procedures & Equipment Advisory Committee’s policy, when it is determined that in-home use of a pediatric pulse oximeter is medically necessary CMS would procure the device and probes for the child (patient) from the successful bidder(s).

The department reserves the right in its discretion, to purchase equivalent Oximeters from an awardee should items listed in the ITB become unavailable, as determined by the department.

This ITB allows for both a purchase cost and a rental cost of new pediatric pulse oximeter units and probes (disposable pediatric probes, permanent pediatric probes, disposable infant probes and permanent infant probes) for all of the following makes / models, and/or their equivalents brand the vendor has in stock that produces the same result, works mechanically the same as the brand name listed and is used under the same medical circumstances as the brand name listed in this Invitation to Bid:

1. View 02 Fingertip or equivalent for purchase only. Device does not require any additional probes and sensors;
2. Datex-Ohmeda TuffSat model 60510000160, or equivalent, such as Nellcor N65, for purchase only, permanent, handheld pediatric and infant devices which require an attached sensor or probe. This device may require monthly purchase of disposable pediatric and infant sensors or probes depending on the type;
3. Maxtec MD300 C5 or equivalent for purchase only. Device does not require any additional probes and sensors;
4. Nonin Avant model 9600 or equivalent portable table top permanent pediatric and infant devices that require an attached sensor or probe which can be permanent or disposable. These devices would be procured for the patient as either monthly rentals or rent to own. The disposable pediatric and infant probes would be purchased monthly;
5. Nellcor model N-560 or equivalent portable table top, permanent pediatric and infant devices that require an attached sensor or probe which can be permanent or disposable. These devices would be procured for the patient as either monthly rentals or rent to own. The disposable pediatric and infant probes would be purchased monthly;
6. Nonin 9550 Onyx II or equivalent, finger pulse oximeter for purchase;
7. Permanent probes, pediatric or infant as a one time purchase that may need to be replaced every 12-24 months depending on use.

Estimated annual quantity = 57 pediatric pulse oximeter units with appropriate permanent or disposable infant or pediatric probes.

Face to face training will be provided to the Client and/or caregiver on the use and maintenance of the equipment for each model received and delivered by the vendor or designee. This training/education will be provided on or before delivery of the unit. Training will be included in the unit cost. All pulse oximeters must have a service authorization from the local CMS Area Offices prior to delivery and set up.

Equipment Manuals must be provided with each unit delivered.

Unit(s) must include a minimum of one-year manufacturer’s warranty for all models.
Recordkeeping must be done to ensure each unit/probe that is received and delivered is recorded by serial number and model number to comply with recordkeeping requirements of Section 64F-12.012 F.A.C.

Total rental payments are to be capped at no more than the purchase price of an identical unit list price at the time of initial delivery of the unit, and then the item will be considered purchased.

In home delivery shall be FOB Destination (Freight On Board) to the client/caregiver’s residence or in the event that the child is hospitalized items must be delivered FOB destination and inside delivery to the hospital prior to the child’s discharge from the hospital; delivery is included in the unit cost. The vendor is responsible for repairs or replacements during the rental period. The vendor will send a prepaid shipping label and shipping box to the family for rental equipment return.

When the Department finds it necessary to purchase, the Department will continue to award to the successful respondent whose purchase price is the lowest.

CMS Area Offices will not become the owner after the rental period. The client and/or caregiver will be the owner.

Vendors may bid on the following options:
1. Purchase of the oximeters and probes;
2. Renting of only the oximeters and purchase of appropriate probes;

Disposable and permanent probes will only be purchased not leased. The Department is not interested in reusable probes. Probes will be included with each machine. Do not quote machine without probes. When the Department finds it necessary to order replacement probes the purchase price of the replacement item will be the same as the initial purchase price for the probe.

Delivery to client’s Address: per Prescription instructions

Vendor Registration:

The CMS Commodity and Services Application form Attachment IX of this ITB. must be completed as indicated, signed, and return with the bid response.

The successful vendor must either already be established or must apply and be Registered in the CMS Provider Management system as a Commodity and Service Provider for the Department of Health / Children’s Medical Services.
ATTACHMENT II  
PRICE PAGE Part A

Department shall award to the responsive, responsible bidder(s) offering the lowest total unit purchase price. For the purposes of this Invitation to Bid the bid the total unit price is defined as one oximeter, one permanent probe and training. In addition, please provide an individual price for each type of probe listed below. Price shall include all shipping, handling charges, FOB Destination charges. For calculation of the lowest total unit purchase price, pricing should include the sum of the cost of the pulse oximeter unit and one permanent probe, and the cost of each of the individual permanent and disposable, pediatric and infant probes. Department reserves the right to award to a single vendor, or to award to multiple vendors that have been deemed responsive and responsible.

** Please note: Vendor must provide pricing to PURCHASE the disposable and permanent probes and rent the oximeter.

<table>
<thead>
<tr>
<th>CMS OFFICES</th>
<th>Pediatric Pulse Oximeter Model</th>
<th>Manufacturer and Catalog Number</th>
<th>Individual Oximeter Or Probe Pricing</th>
<th>Total Cost of Unit and Probe</th>
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<td>Southwest Florida (Fort Myers, Sarasota and Naples)</td>
<td>● View 02 Fingertip or equivalent (for one time purchase per patient)</td>
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<td>● Datex-Ohmeda TuffSat model 6051000160 or equivalent (for one time purchase per patient)</td>
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<td>● Maxtec MD300 C5 or equivalent (for one time purchase per patient)</td>
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<td>● Nellcor model N-560 monthly purchase only</td>
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<td>● Disposable pediatric probe</td>
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<td>Permanent infant probe</td>
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<td>● Nonin 9550 Onyx II; or equivalent</td>
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<td>● Nonin Avant model 9600, monthly purchase only</td>
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BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I HEREBY CERTIFY THAT MY COMPANY, ITS EMPLOYEES, AND ITS PRINCIPALS AGREE TO ABIDE TO ALL OF THE TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS DURING THE COMPETITIVE SOLICITATION AND CONTRACTINV PROCESS (IF APPLICABLE) INCLUDING THOSE CONTAINED IN THE ATTACHED STANDARD CONTRACT/PURCHASE ORDER. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: ____________________________________________
(Signature)

NAME AND TITLE: ______________________________________________________
(Print or Type)

COMPANY: __________________________________________________________

ADDRESS: ___________________________________________________________

CITY: ___________________________ STATE: ___________ ZIP: ___________

EMAIL: ____________________________________________________________

FAX NUMBER: ______________________________________________________
ATTACHMENT II

Price Page Part B

The Department shall award to the responsive, responsible bidder(s) offering the lowest monthly rental price (training included) for the pulse oximeter and the sum of the four probes requested (or equivalent) in this Invitation to Bid. The lowest rental price calculation will include the sum of the cost of the pulse oximeter monthly unit rental; and the purchase cost of each of the permanent and disposable, pediatric and infant probes. Price shall include all shipping, handling charges, FOB Destination. Department reserves the right to award to a single vendor, or to award to multiple vendors that have been deemed responsive and responsible.

<table>
<thead>
<tr>
<th>CMS OFFICES</th>
<th>Pediatric Pulse Oximeter Model</th>
<th>Manufacturer and Catalog Number</th>
<th>Monthly Unit Rental</th>
<th>Probe Purchase Price</th>
<th>Total Cost of Unit and Probe</th>
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BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, AND CONDITIONS, PROVISIONS AND SPECIFICATIONS. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: ____________________________________________

(Signature)

NAME AND TITLE: _______________________________________________________

(Print or Type)

COMPANY: ___________________________________________________________

EMAIL ADDRESS: _____________________________________________________

FAX NUMBER: _______________________________________________________
ATTACHMENT III
EXPERIENCE FORM

Vendor’s/Respondent’s Name: ____________________________________________

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

1.) Name of Company/Agency: ____________________________________________
   Contact Person: ________________________________________________________
   Phone Number: _________________________________________________________
   Address: ______________________________________________________________
   Email: _________________________________________________________________

2.) Name of Company/Agency: ____________________________________________
   Contact Person: _________________________________________________________
   Phone Number: _________________________________________________________
   Address: ______________________________________________________________
   Email: _________________________________________________________________

3.) Name of Company/Agency: ____________________________________________
   Contact Person: _________________________________________________________
   Phone Number: _________________________________________________________
   Address: ______________________________________________________________
   Email: _________________________________________________________________

________________________________________
Signature of Authorized Person

________________________________________
Title
ATTACHMENT IV

DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

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

COMPANY NAME: _________________________________________________________________

DEPARTMENT OF HEALTH CONTRACT NUMBER: __________________________________

REPORTING PERIOD-FROM: _______________________ TO:  _________________________

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

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: RENEE GREGORY, MBE COORDINATOR,
BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL.
32399-1734
DOH11-075: Pulse Oximeters
Invitation To Bid

I. DESIGNATIONS:

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

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

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

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

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

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

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

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

II. INSTRUCTIONS TO PRIME CONTRACTORS:

A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
B) ENTER THE DOH CONTRACT NUMBER.
C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
D) ENTER THE CMBE SUBCONTRACTOR’S NAME and ADDRESS.
E) ENTER THE SUBCONTRACTOR’S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
G) ENCLOSSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER
ATTACHMENT V
REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

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

___________________________________   _______________________
Signature of Authorized Official        Date

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

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

___________________________________                ______________________
Signature of Authorized Official                                                               Date
ATTACHMENT VI
DIRECT ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

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

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

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

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

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

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

6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys’ fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor’s employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.

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

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

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

10. Section 287.57(17)(c), Florida Statutes, provides, “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of
any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

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

   In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

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

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

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

This contract is entered into between the State of Florida, Department of Health, hereinafter referred to as the department, and _____ hereinafter referred to as the provider.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

B. Requirements of §287.058, Florida Statutes (FS)

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

C. To the Following Governing Law

1. State of Florida Law

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.

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 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.

c. 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.

d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. 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.

f. 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).

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 section 215.97 Florida Statutes, as applicable and conform to the following requirements:

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

   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 year. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

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

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys’ fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

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

G. Insurance

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

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

I. Assignments and Subcontracts

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

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

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

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

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

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

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

2. Procurement of Materials with Recycled Content

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

3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee
Civil Rights Requirements

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

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.

Sponsorship

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

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.

Use of Funds for Lobbying Prohibited

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

Public Entity Crime and Discriminatory Vendor

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

2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a
T. *Patents, Copyrights, and Royalties*

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

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

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

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

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

V. *Electronic Fund Transfer*

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

W. *Information Security*

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

II. **The Department Agrees:**

**A. Contract Amount**

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

**B. Contract Payment**

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

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

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

A. **Effective and Ending Dates**

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

B. **Termination**

1. **Termination at Will**

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

2. **Termination Because of Lack of Funds**

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

3. **Termination for Breach**

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

4. **Termination for Failure to Satisfactorily Perform Prior Agreement**

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

C. **Renegotiation or Modification**

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

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

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

   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

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

   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

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

   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

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

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

**E. All Terms and Conditions Included**

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

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

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

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The Florida Department of Health and its ________________________(CMS or CHD), hereinafter Covered Entity, and _________________________________, hereinafter Business Associate, agree to the following terms and conditions in addition to an existing agreement to perform services that involve the temporary possession of protected health information to develop a product for the use and possession of Business Associate. After completion of the contracted work all protected health information is returned to the Covered Entity or destroyed as directed by the Covered Entity.

**Obligations and Activities of Business Associate**

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the 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 report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

(d) 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 these same restrictions and conditions.

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

(f) 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.

(g) Business Associate agrees to provide to Covered Entity as disclosures of protected health information occurs information collected in accordance with Section (f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.

**Obligations of Covered Entity**

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.

**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.

**Term and Termination**

*Term.* The Term of this Agreement shall be effective Month date, 2012, and shall terminate when all existing contracts between the parties have terminated.
1. How were you referred to Children’s Medical Services?

2. Describe the type of services to be provided and the number of years of experience providing the stated services?

3. Describe the level of experience in providing services to the pediatric population.

4. Briefly, explain the types of licenses and certifications (if applicable) held by either the applicant or staff of the company as they relate to the above stated services.
5. Briefly, describe quality assurance monitoring and/or continuous quality improvement activities (if applicable).

6. Define geographical service area (counties).

7. Does the company agree to function as a partner with CMS personnel staff and respond within 48 hours to requests for information and coordinate in-patient care issues (YES/NO)?

8. What is your turn around time from the time you receive an order to the time the family receives it?

9. Children’s Medical Services requires employees to be background screened before hiring. Does the company require background screenings of its employees that have direct contact with patients (if applicable)?

10. Does your company comply with the privacy provisions of HIPAA (YES/NO)?

11. Florida Medicaid Provider Number:

***PLEASE NOTE: Negotiated rates are required for all non-Medicaid approved behavioral health providers***

12. Professional License Number: (if applicable) _________________________

***Please provide a valid, current copy of the license***

13. National Provider ID Number: _________________________

14. Healthcare Provider Taxonomy Code: (if applicable) _________________________

15. Federal Employer Identification Number: _________________________

16. State of Florida Vendor Registration number:

***If you are not a State of Florida registered vendor please register at:***

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace
DOH11-029: Pulse Oximeters
Invitation To Bid

Applicant Signature: ____________________________ Date: ________________

(Office Use Only)

Reviewed by:

__________________________________ Date: ________________
CMS Regional Nursing Director

Approved: ____ Denied: ____

Date: ________________

__________________________________
CMS Regional Program Administrator

Approved: ____ Denied: ____