

APPENDIX XI -A

EXHIBIT A – SPECIAL PROVISIONS-Northeast Florida State Hospital

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

NA

A-2. STATEMENT OF WORK

The Provider shall assume the provision of Housekeeping/Janitorial Services, including the setting of goals based upon facility needs within the context of Institutional priorities and available resources. The Provider and Provider's employees are not employees of the Department, but nonetheless, must comply with all applicable Hospital policies and procedures, all applicable state and federal laws, codes, regulations, required trainings, and comply with CARF and Joint Commission Standards applicable to services provided and any and all standards governing the Environmental (Housekeeping/Janitorial) Services in mental health treatment facilities.

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Northeast Florida State Hospital operates under the authority of the following references/resources, and any updated version of them which provides additional information related to the policies, goals, services, and procedures applicable to the operation of the Hospital:

- A-4.1.1 Chapter 20.19 Florida Statutes (F.S.) provides the authority under which Hospital may contract for these services.
- A-4.1.2 Chapter 381, Public Health, General Provisions
- A-4.1.3 Chapter 394, Florida Statutes (F.S.), Mental Health
- A-4.1.4 Section 59A and 64B, Florida Administrative Codes (F.A.C.),
- A-4.1.5 Chapter 916, F.S. Mentally Deficient and Mentally Ill Defendants.
- A-4.1.6 Policies regarding Commission on Accreditation of Rehabilitation Facilities (CARF)
- A-4.1.7 NEFSH policies and procedures and all other guidelines related to standards of care for Environmental (Housekeeping/Janitorial) services.

A-5. RECORDS, AUDITS AND DATA SECURITY

NA

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

NA

A-7. OTHER TERMS

- 7-1 Campus - The entire legal limits of the Hospital or facility grounds, including those buildings used for the provision of resident services, or subleased or rented to other agencies by the department, as well as vacant buildings.
- 7-2 Emergency Services – Clean-up of chemical spills or disinfectant after flood cleanups.
- 7-3 Extra Pricing – Services that are not included in terms of contract and negotiated outside of contracted funds.
- 7-4 Facilities Manager - An employee of the Department that is responsible for the management of the Northeast Florida State Hospital facility and campus.

7-5 Fiscal Year - The 12- month period beginning on July 1 and ending on June 30.

7-6 Hospital - Northeast Florida State Hospital (NEFSH), located in Macclenny, Florida.

7-7 Housekeeping/Janitorial Services - All functions related to housekeeping or janitorial functions, trash removal inside the buildings, and bio-hazard waste removal from designated areas, for all buildings and recreational facilities designated in Exhibit D-1, which, includes the provision of all necessary staff, equipment and cleaning supplies.

7-8 Housekeeping Site Manager - A full time employee of the Provider responsible for the overall management of Housekeeping/Janitorial services.

7-9 Pre-existing Conditions - Any conditions that existed at the Hospital facility or campus or their surrounding premises before the effective date of this contract.

7-10 Quality Control - Actions taken to control the performance of service so they meet or exceed the requirements of the specification.

7-11 Resident - Those persons residing in or receiving services from a Mental Health Hospital. This includes individuals served pursuant to Chapter 394 or 916, F.S.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

The Provider shall manage and provide Environmental (Housekeeping/Janitorial) Services to the Department (DCF) at Northeast Florida State Hospital (NEFSH) referred to as the 'Hospital' throughout this contract. These services shall include an initial investment and any continuous investments as needed in capital equipment and all cleaning supplies (chemicals, waxes, scrubbing/buffing pads, paper products and other items as discussed during solicitation.) necessary to complete this function. The Provider shall assume managerial responsibility for the operation of the Department's existing Housekeeping services; hire, train, and supervise necessary staff to provide Housekeeping services, as indicated in Exhibit D1; and apply the Provider's program and expertise as appropriate. The Provider shall also provide continuous proactive involvement with other Departments within the Hospital to improve and enhance the daily living environment for residents.

B-2. MAJOR CONTRACT GOALS

The major goals of this contract are to secure the services of the Provider to perform all tasks related to the provision of Housekeeping/Janitorial Services for the Hospital. Services shall be designed to assist Hospital staff with accomplishing the hospital's mission to "provide comprehensive mental health treatment services to ensure timely transition to the community".

B-3. SERVICE AREA/LOCATIONS/TIMES

Services shall be provided at the Department of Children and Families, Northeast Florida State Hospital, located at 7487 South State Road 121, Macclenny, Florida 32063. Services shall be rendered for 20 Resident living areas and an additional 31 administrative and activity buildings (inclusive of Clinics, Pharmacy, Lab, Recovery Centers and Dining Facilities). Locations of buildings are subject to location changes around the campus based on needs. The Provider shall be responsible for the provision of all Housekeeping/Janitorial Services at the Hospital (NEFSH) between the hours of 7:00 am and 3:30 pm (inclusive of a 30-minute lunch). Service times must be scheduled accordingly to include emergency response time for disinfectant after flooding and/or cleanup anywhere on campus within 30 minutes of the event during the hours of operation. Services shall be provided Monday through Friday and specified weekend days and time relative to dining room schedules, inclusive of weekends and holidays. The Provider shall notify the Contract Manager, in writing, fifteen (15) calendar days prior to any changes in their administrative offices that would affect the Department's ability to contact the Provider relative to providing housekeeping services.

B-4. EQUIPMENT

The Provider shall provide all necessary equipment for the provision of providing Environmental (Housekeeping/Janitorial) Services for the Hospital. All computer hardware and software, tools, and miscellaneous ancillary equipment that is owned by the Provider or licensed to the Provider third-parties and that may be used by the Provider to perform Housekeeping Services, if any, will remain the property of the Provider. The Provider shall repair, maintain, and replace such computer hardware and software, at no additional cost to the Department. If the Department uses any specialized software in connection with the Housekeeping/Janitorial Services at any time during the term of the contract, then the Department, at its own cost, will make such software and appropriate hardware available for use by the Provider.

B-5. CONTRACT LIMITS

These services must be provided within the financial limits of the contract. Payment for the delivery of services is limited to \$_____ for the period of January 1, 2019 through June 30, 2019, and \$_____ for each fiscal year through June 30, 2021, and \$_____ for the period July 1, 2021 thru December 31, 2021, for a total contract dollar amount not to exceed \$_____.

B-6 SPECIAL PROVISIONS

B-6.1 As a safety measure, all Housekeepers must have locked compartments within their cleaning carts to store chemicals so that chemicals are not exposed or available to Residents during the housekeeping hours of services.

B-6.2 For health and safety measures and to minimize the potential of spreading hazardous waste, NEFSH mandates the use of clean and separate mop heads from one area to another. It is highly recommended the use of disposable mop heads to prevent multiple uses of the same. All mop heads and equipment must be clean always and maintained in satisfactory conditions.

B-6.3 In addition to the 51 buildings maintained for cleaning, there are two areas of the Hospital that will be utilized for on-campus housing and will need cleaning between moves out/in. The Hospitality House and Doctors Circle will need detailed cleaning upon request of the Hospital Facility Manager or Hospital Contract Manager.

B-6.4 Professional Stripping and Waxing of all applicable floors twice each year, preferably July and January, and maintained by floor technicians daily to include weekly surface cleaning and buffing.

B-6.5 Professional Window/Blinds/Screens cleaning once annually and maintained weekly by housekeeping/janitorial staff.

B-6.6 Professional Vent cleaning annually and maintained weekly by housekeeping/janitorial staff.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

Refer to Exhibit D and D1, herein incorporated, for deliverables and detailed service tasks

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1 The Provider shall ensure adequate staffing, as described in Exhibit D, and D-1, for the provision of Environmental (Housekeeping/Janitorial) Service to the Hospital. Adequate staffing shall include full time staff necessary to execute cleaning services to 20 Resident living areas and 31 additional administrative and activity offices located at the Hospital. Full time staff is considered as an eight (8) hour day.

C-2.1.2 The Provider shall ensure 8 hours of cleaning per living area each day and a minimum of daily general cleaning to the additional administrative offices as indicated in Exhibit D1.

C-2.1.3 The Provider shall maintain an adequate administrative organization structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall ensure at a minimum, the staffing levels included in Exhibit D and the same shall be sustained throughout the terms of this contract.

C-2.1.4 The Provider shall replace any employee whose continued presence would be detrimental to the provision of services, as determined by the Hospital, with an employee of equal or superior qualifications.

C-2.1.5 The Provider shall employ a Housekeeping Site Manager (HSM) for the provisions of Housekeeping/Janitorial Services. The HSM will coordinate the management and the activities of the housekeeping employees with the Housekeeping Services Department, which personnel will be provided by, and will be employees of the Provider. The HSM responsibilities include, but are not limited to the following:

- C-2.1.5.1 Consult with and make recommendations to the Hospital on housekeeping functions and services
- C-2.1.5.2 Recommend and review staffing levels, implementation of procedures, and utilization of resources within the Housekeeping Services Department.
- C-2.1.5.3 Produce reports related to the operation of the Housekeeping Services Department as agreed by the Provider and the Hospital.
- C-2.1.5.4 Work with the Hospital to develop, implement and maintain Housekeeping/Janitorial Services that will comply with applicable regulatory standards.
- C-2.1.5.5 Develop job descriptions and standards of performance for each position under the Provider's management.
- C-2.1.5.6 Track employment and training and conduct service employee performance/progress evaluations
- C-2.1.5.7 Hold team meetings for housekeeping/janitorial employees and seminars as required

C-2.2. Professional Qualifications

The Housekeeping Site Manager must possess the following minimum qualifications:

- C-2.2.1 A minimum of five (5) years administrative, management or supervisory experience providing complete oversight and direction for operations of Environmental (Housekeeping/Janitorial) Services of a large facility, preferably one that is similar in size and scope of the Hospital, **and/or;**
- C-2.1.2 A Bachelor's degree from an accredited college or university with course of study in Environmental (Housekeeping/Janitorial) Services, Hospitality, Environment Services, and/or Occupational Safety and Health Administration (OSHA);
- C-2.1.3 Defined and demonstrated skills in life-safety, computerized work order management and preventive maintenance systems are required; and
- C-2.1.4 At the discretion of the Hospital, appropriate experience may substitute for the degree requirements.

C-2.3. Subcontracting

The Provider may subcontract for the provision of all services under this contract, subject to the provisions of Section 4.3 of the standard Contract. The subcontract, at any tier level, must comply with the E-Verify clause as subject to the same requirements as the prime contractor. Written requests by the Provider to subcontract for the provision of services under this contract shall be submitted to the Contract Manager for approval. Subcontracting shall in no way relieve the Provider of any responsibilities for performance of its duties under the terms and conditions this contract.

C-2.4. Records and Documentation

The Provider will maintain documentation of services and dates and types of services provision as indicated in Exhibit D and D1.

C-2.5. Reports (programmatic and to support payment)

C-2.5.1 Reports/Deliverables Table. Reports will be submitted within the timeframes indicated:

Title	Frequency	Due Date
Monthly General Operating Status Report	Monthly	Within fifteen (15) working days after the end of each month
Monthly Customer Complaint Report	Monthly	Within fifteen (15) working days after the end of each month
Monthly Vacant Position Report	Monthly	Within fifteen (15) working days after the end of each month
Monthly Project Work Report	Monthly	Within fifteen (15) working days after the end of each month
Annual Report	Annually	July 31 st of each fiscal year
Periodic (Real Time) Quality Assurance Report	As Requested	On demand as requested
Dailey Time Sheets of all Employees	As Requested	On demand as requested

Note: The Contract Manager will furnish any required report format and instructions to the Provider. Reports will be accepted and approved as a result of deliverables described in Exhibit D.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

EXHIBIT D – DELIVERABLES

- D-1.** The services units for this contract shall be comprised of one (1) month of service delivery of the tasks outlined in Section C-1., including the submission of Department approval/acceptance of all reports/deliverables scheduled for each given time period. At a minimum, the Provider will provide at a minimum of _____ hours of housekeeping/janitorial services each month as indicated on the monthly services report provided as support documentation with invoice. Adequate support staffing shall be indicated in a monthly staff roster. The deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
- D-2.** Emergency services (i.e. clean up of chemical spills or disinfectant after flood cleanups) shall be delivered in a timely manner as specified in Section B-3 no later than 30 minutes upon request by the Hospital Facility Manager or Hospital Contract Manager.
- D-3.** Monthly General Operating Status Report. The report shall summarize the housekeeping services for the previous month including:
- D-3.1 Results of any environmental inspections, whether conducted by the Hospital's Quality Improvement services environmental staff or outside inspection agencies.
 - D-3.2 Any corrective actions planned/implemented because of the inspections and the status of each; and
 - D-3.3 Operating and Capital Project status/financial reports, if requested by Contract Manager.
- D-4.** Monthly Customer Complaint Report – This report includes all complaints to the Housekeeping Manager by date, department/caller, and nature of complaint and resolution of complaint made available upon request by Contract Manager.
- D-5.** Monthly Vacant Position Report – This report shall track all positions shown on the staffing plans that are vacant by more than thirty (30) calendar days by position number, position title, number of vacant days (beyond thirty (30) calendar days), daily rate of pay and vacancy deduction calculation.
- D-6.** Monthly Project Work Report – This report shall include the schedule of Project Work for the previous month and identify which projects were completed. The report must also detail explanations for projects scheduled but not completed.
- D-7.** Annual Reports – At a minimum, these reports shall summarize services provided, management goals planned and accomplished, project status, financial reports on required net savings, and planned budget controls (for initial review by the Department must be provided not later than July 1st of the year preceding the plan year).
- D-8.** Periodic (Real Time) Quality Assurance Report - The Provider shall provide a real-time quality assurance report (via hard copy or access to web-based software).
- D-9.** Daily Time Sheets – All employees shall maintain daily time sheets for accountability of hours of services and shall be available upon request.
- D-10.** Additional reports – the Provider shall provide additional reports as the Parties may mutually agree upon, if this is determined to be necessary by the Department.

EXHIBIT D1 – HOUSEKEEPING/JANITORIAL PROCEDURES

Resident Living Areas (20- subject to changes) - Daily Procedures (7 Days a Week; Between 7:00 A.M. and 3:30 P.M.)

General Conditions

1. All measures shall be taken to ensure the health and safety of SMHTF patients, staff and visitors, including signage and precautions taken regarding pedestrian safety.
2. SMHTF intends that the overall appearance of the facility is tidy and uncluttered always.
3. Fire access and exit doors shall be left clear and unhindered.
4. There should be no unpleasant or distasteful odors emanating from any portion of the facility.
5. Except as otherwise set forth in the Contract, Provider is responsible for supplying all equipment needed to complete the scope of services.
6. Provision, maintenance, cleaning, storage and replacement of all cleaning equipment, are to be kept by Provider in a manner consistent with health, safety, and industry best practices.
7. Cleaning areas are to be kept clean and organized.
8. Housekeeping/janitorial services are to be provided in a manner that does not interfere with patient care.
9. All furniture should be returned to its original position, when required.
10. No damage is to be caused to the building, furnishing, fixtures or equipment.
11. When possible, cleaning products should be environmentally friendly.
12. All equipment and products used in the performance of housekeeping/janitorial services must meet security standards.
13. All housekeeping duties shall be in accordance with SMHTF Infection Control Policies and Procedures and operational standards.
14. Cleaning may be increased because of inspections to maintain a clean and sanitary environment always.
15. All surfaces are to be cleaned in the event of a medical outbreak.
16. Provider shall perform such other related tasks as may be reasonably requested by Department of Children and Families (DCF) in connection with the overall goals of the Contract.

Daily Specifications

A. Administration, Office & Support Areas

1. Vacuum carpeted areas, conference rooms and walk off mats.
2. Empty trash and replace liners when torn or soiled.
3. Clean conference rooms (polish wood furniture).
4. Clean lobby doors and interior glass.
5. Sweep and mop VCT floors.
6. Clean and restock all restrooms.
7. Spot clean all doors, entrances, walls, glass, inserts, mirror and cabinets.
8. Clean elevator floors, wipe and sanitize walls and handrails.

B. Non-Resident areas on unit

1. Wipe and sanitize Nursing Station.
2. Clean and sanitize Nutrition Room.
3. Clean and sanitize Med Rooms.
4. Clean and sanitize all group/treatment and exam rooms.
5. Clean and restock all restrooms.
6. Empty all wastebaskets and replace plastic liners.
7. Spot clean doors and walls.

C. Resident Rooms

1. Complete cleaning of restrooms, using germicidal detergent.
2. Damp wipe all dispensers with germicidal detergent including waste receptacles and replenish with paper products.
3. Empty all wastebaskets and replace trash bags.
4. Sweep and mop VCT areas.

5. Dust, Damp mop all resident floors using a neutral disinfectant.
6. Spot clean all doors, entrances, walls, glass, inserts, mirrors and cabinets.
7. Clean water fountains, sinks and faucets using germicidal detergent.
8. Damp wipe all window sills, counters, treatment surfaces and furniture with a general-purpose disinfectant.
9. Dust all counters, tables, chairs, desks, planters, ledges, shelves and cabinets.
10. Dust, Damp mop and clean sinks in janitor's closet.
11. Wipe Resident hallway phones using germicidal cloth.
12. Wash and sanitize top of counters.
13. Terminal clean rooms as instructed – i.e., MRSA, C-Difficil, Discharge, etc.
14. Dust, Damp mop all Resident rooms – changing mop water and pads with infection control best practice. Gloves must be changed between patient rooms.
15. Following a Resident accident, after staff clean up, (feces or urine spillage) completely clean all vertical and horizontal surfaces with a disinfectant/deodorizer.

D. Day Rooms and Common Areas

1. Complete cleaning of restrooms, (lobby and seclusion).
2. Empty all wastebaskets and replace trash bags supplied by contractor.
3. Clean mirror and sanitize top of counters.
4. Clean seclusion bed and room.
5. Clean and sanitize Quiet Room.
6. Dust all counters, tables, chairs, desks, planters, ledges, shelves and cabinets.
7. Damp wipe all window sills, counters, treatment surfaces and furniture with a general-purpose disinfectant.

E. Restrooms

1. All mirrors, bright work and enamel surfaces will be cleaned and polished to a high luster.
2. Toilet seats to be cleaned and disinfected on both sides.
3. Completely clean and sanitize basins, bowls and showers.
4. Replenish all towels, liners, tissues and hand soap in the lavatory dispenser. Sweep and wet mop floors with quaternary disinfectant, using wet signs.
5. Completely disinfect all toilets, bowels and urinals.

F. Exterior

1. Police grounds for trash at entrance areas.
2. Empty outside area trash container.
3. Hose off compactor area with biodegradable disinfectant.

Weekly Specifications (1XWeek)

A. Administration, Office & Support Areas

1. Wipe conference room chairs.
2. Dust Office area.
3. Perform high dusting.
4. Clean corners and baseboards.
5. Vacuum carpeted areas.
6. Empty trash and replace liners when torn or soiled.
7. Clean conference rooms (polish wood furniture).
8. Clean lobby doors and interior glass.
9. Sweep and mop VCT.
10. Spot clean all doors, entrances, walls, glass, inserts, mirror and cabinets.
11. Clean staff dining room including tables and chairs.
12. Crevice vacuum weekly, damp wipe baseboards.

B. Cafeteria and Intake

1. Clean dining room windows.
2. Perform high dusting.
3. Clean corners and baseboards.
4. Wipe down walls around sinks and toilets.

C. Non-Resident areas on unit

1. Perform high dusting procedures.
2. Sweep and mop storage areas.

D. Resident Areas

1. High dust wardrobes.
2. Clean baseboards and corners.
3. Clean behind day room chairs

Monthly Specifications (1XMonth)

A. Administration/Office Area/Program Area

1. Deep clean carpeted areas.
2. Dust HVAC vents.

B. Non-Resident Areas on unit

1. Dust HVAC vents.

C. Resident Areas

1. Clean windows.
2. Dust HVAC vents.

D. Day Rooms and Living Areas

1. Dust HVAC vents.

Quarterly Specifications (4XYear)

A. Administration, Office & Support Areas

1. Surface scrub and seal restroom floors.

B. Non-Resident areas on unit

1. Surface scrub and seal laundry room floor and VCT.
2. Clean and sanitize ice machines.
3. Completely wash partitions and spot clean walls to remove graffiti and associated marks.
4. Power scrub and seal tile floors to remove any foreign matter deposited.

C. Day Rooms and Living Areas

1. Surface scrub and seal VCT.
2. Deep clean day room chairs.

Medical Waste Collection. The Provider, in connection with the EVS and in compliance with OSHA regulations, shall be responsible for the collection of medical waste deposited in containers provided by the Department including the following:

- a) Blood, which means human blood, human blood components, and products made from human blood.
- b) Contaminated Sharps, which means any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes and exposed ends of dental wires.
- c) Other Potentially Infectious Materials, which means (1) The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; (2) Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV as defined by Occupational Safety & Health Administration.

The provider shall not be responsible for transport or disposal of any medical waste beyond the property of the Facilities. The Department shall sign any waste manifests.

Approved Chemical/Supplies to be Used (applies to entire campus)

(Substitutions must be authorized by Infection Control Director)

CDC-10 - Mattress Cleaner

Bowl Kleen - For toilets

Lemon Quat - Germicidal for mopping floors

NABC (Non-Acid Disinfectant Cleaner) - Bathroom cleaner

Stainless steel - Polisher for stainless steel sinks

Stripper (bomb) - Stripping floors

Sud'n Kleen - Disinfectant for the cleaning walls

RJ8 - Use to clean the showers

Wax - Use on floors after they have been stripped

Glass Kleen - use to clean windows & mirrors

Medi-clean Clear Lotion Soap with .3% Triclosan

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

The following performance measures are subject to periodic review by the Department and adjustments to the targets or the measures may be made by mutual agreement. Performance measures may be reviewed monthly or annually as noted below:

- E-1.1 The Provider shall reduce the number of Housekeeping/Janitorial Services deficiencies as noted by Hospital Quality personnel by a minimum of 10% for fiscal year 2018-2019 and a minimum of 5% for each year following during the terms of the contract.
- E-1.2 The Provider shall have no more than three (3) repeat deficiencies per year as noted by Hospital Infection Control and NEFSH Environmental personnel. Deficiencies not under the control of the Provider shall not be included in this measure.
- E-1.3 The Hospital shall maintain a semi-annual Hospital staff satisfaction rating of 85% for the Housekeeping/Janitorial services provided. Semi-annual ratings will come from a survey provided by the Contract Manager and approved by the Department.
- E-1.4 The Provider shall maintain a monthly cleanliness satisfaction rating of 85% for the Housekeeping/Janitorial Services provided during FY 2018-2019. The percentage shall increase by 1% each fiscal year during the term of the contract up to a maximum of 90%. Monthly ratings will come from the data that is reported on the Quality of Life Comprehensive Inspection Tool referenced hereto.

E-2. Performance Adjustments

- E-2.1 The Provider shall be granted a start-up grace period of three (3) months. In the event the Provider fails to meet the performance measures stated above for three consecutive months following the grace period, the Provider shall develop a Corrective Action Plan (CAP), for Department approval, detailing how it intends to attain the targets in the following month and on a continuous basis throughout the year(s) of this contract. The Department, in its sole discretion, will determine whether the Provider's monthly payment will be adjusted for failure to meet the performance measure targets after Correction Action Plan expiration date.
- E-2.2 Adjustments to the Provider's invoice will be made as a result of the Quality of Life Inspection Scores as follows:
Scores: Monthly ratings of 79% to 70% with three (3) or more living areas will result in a 5% reduction per month.
Monthly ratings below 70% with three (3) or more living areas will result in a 10% reduction per month.
Additional Adjustments to the Provider's invoice will occur when there is less than _____ hours of services provided monthly. The hourly rate to be adjusted will be obtained during the final negotiations between the Department and the Provider and will be referenced in the Memo of Negotiation.

EXHIBIT F - METHOD OF PAYMENT

F-1. This is a multi-year fixed priced contract for three (3) years. The total dollar amount for the term shall not exceed \$**2,850,000.00**, subject to an appropriation by the legislature and the availability of funds.

F-2 Fixed Price. The Department will pay the Provider for the delivery of services units in accordance with the Payment table below. All payments are associated with the provision of services outlined in Section B-5 Manner of Service Provisions and subject to the Department's acceptance of reports/deliverables as outlined in Exhibit D-Deliverables.

Term	Service Unit	Unit Price	Annual Amount
January 1, 2019 thru June 30 2019	One (1) complete month of Housekeeping/Janitorial Services	\$	
July 1, 2019 thru June 30, 2020	One (1) complete month of Housekeeping/Janitorial Services	\$	
July 1, 2020 thru June 30, 2021	One (1) complete month of Housekeeping/Janitorial Services	\$	
July 1, 2021 thru December 31, 2021	One (1) complete month of Housekeeping/Janitorial Services	\$	
Total Contract Amount			

F-3. Fees. The Provider shall pay for the following items, which will be provided by the Department. These items shall be listed and deducted from the Provider's monthly invoice as needed:

- F-3.1 Mandt Training(Annual) - \$145.00 per person
- F-3.2 Parking Decals - \$10.00 per person
- F-3.3 PPD Screening(Annual) - \$10.50 per person
- F-3.4 Hepatitis Screening - \$10.00 per person
- F-3.5 ID Badge - \$15.00 per person
- F-3.6 Level II Background Screening (Every 5 years) - \$45.00 per person
- F-3.7 Incident Report Training (included with Mandt training)

F-4. Invoice Requirements

F-4.1 The Provider shall request payment through submission of a properly completed invoice (Exhibit F-1) no later than the fifteenth (15th) of the month following the month of service. Each invoice must clearly state the name and address of the Provider, the contract number, the reports and time period for which payment is being requested, the date submitted, the contract balance and the total dollar amount being requested.

F-4.2 If, as described in Section B-5, the Provider fails to complete and submit reports when due as outlined in Section B, the department reserves the right to reduce a portion of the payment or withhold payment until all terms and conditions of the reports are met, received and approved by the Contract Manager.

**F-5. REFER TO EXHIBIT F1
(Invoice)**

EXHIBIT F1 – INVOICE

**THIS PAGE LEFT BLANK INTENTIONALLY
INVOICE WILL BE DETERMINED DURING NEGOTIATIONS**

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the CF Standard Contract 2018

Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

Nekita McGruder, FCCM
7487 South State Road 121
Macclenny, Florida 32063
(904) 330-2214

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single.audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in

correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

- 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
- 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
- 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

- 5.1 Termination for Cause
 - 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

- 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.