



**STATE OF FLORIDA
DEPARTMENT OF VETERANS' AFFAIRS**

**INVITATION TO NEGOTIATE (ITN) NO.:
FDVA-ITN-13-006N**

**ITN TITLE:
FDVA PHYSICAL, OCCUPATIONAL, AND SPEECH THERAPY SERVICES**

**ITN ISSUE DATE:
MONDAY, JUNE 3, 2013**

**RESPONSE DUE DATE:
TUESDAY, JUNE 25, 2013 BY 3:00 P.M. LOCAL TIME**

REFER ALL INQUIRIES IN WRITING VIA EMAIL TO:

**TIM SHAW, FCCM
CONTRACTING ADMINISTRATOR
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, SUITE 311-K
LARGO, FL 33778-1630
PHONE: 727-518-3202 X5575
FAX: 727-518-3407
EMAIL: SHAWT@FDVA.STATE.FL.US**



<p>Submit To: TIM SHAW, FCCM CONTRACTING ADMINISTRATOR FLORIDA DEPARTMENT OF VETERANS' AFFAIRS MARY GRIZZLE STATE OFFICE BUILDING 11351 ULMERTON ROAD, SUITE 311-K LARGO FL. 33778-1630</p> <p>Telephone: (727) 518-3202 x 5575 Fax: (727) 518-3407 E-Mail: shawt@fdva.state.fl.us</p>		<p align="center">STATE OF FLORIDA DEPARTMENT OF VETERANS' AFFAIRS INVITATION TO NEGOTIATE RESPONDENT'S ACKNOWLEDGEMENT FORM</p> 	
<p>PAGES 1 OF 72 PAGES</p>		<p>RESPONSES SHALL BE DUE BY AND WILL BE OPENED ON TUESDAY, JUNE 25, 2013 AT 3:00 P.M. LOCAL TIME, AND MAY NOT BE WITHDRAWN WITHIN 60 BUSINESS DAYS AFTER SUCH DATE AND TIME.</p>	
		<p>ITN NO.: FDVA-ITN-13-006N</p>	
		<p>ISSUE DATE: MONDAY, JUNE 3, 2013</p>	
<p>NUMBER OF COPIES REQUIRED: ONE (1) ORIGINAL AND FIVE (5) COPIES.</p>		<p>TITLE: FDVA PHYSICAL, OCCUPATIONAL, AND SPEECH THERAPY SERVICES</p>	
<p>VENDOR NAME:</p>		<p>DEADLINE FOR VENDOR WRITTEN QUESTIONS: TUESDAY, JUNE 11, 2013 BY 5:00 P.M. LOCAL TIME.</p> <p>SEE TIMELINE AS PROVIDED ON PAGE 5 FOR FURTHER DETAILS.</p>	
<p>FEDERAL TAX ID NUMBER:</p>			
<p>VENDOR MAILING ADDRESS</p>			
<p>CITY – STATE – ZIP</p>			
<p>AREA CODE</p>			
		<p>PHONE NUMBER</p>	
		<p>FREE NUMBER:</p>	
<p>I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to all conditions of this solicitation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of this solicitation, including but not limited to, certification requirements. In conducting negotiations with an agency for the State of Florida, respondent offers and agrees that if this response is accepted, the respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.</p>		<p align="center">_____ AUTHORIZED SIGNATURE (MANUAL)</p> <p align="center">_____ AUTHORIZED SIGNATURE TITLE (TYPED)</p>	
<p>PLEASE NOTE: FROM TIME TO TIME, ADDENDUM MAY BE ISSUED TO THIS SOLICITATION. ANY SUCH ADDENDUM WILL BE POSTED ON THE STATE OF FLORIDA'S VENDOR BID SYSTEM (VBS). BEFORE SUBMITTING YOUR RESPONSE YOU SHOULD CHECK THE VBS TO DOWNLOAD ANY ADDENDUM THAT MAY HAVE BEEN ISSUED. PLEASE REMEMBER TO SIGN AND RETURN ADDENDUM ACKNOWLEDGEMENT FORM SECTION "IX" WITH COMPLETE RESPONSE PACKAGE IF APPLICABLE.</p>			

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
SECTION "I" <u>INTRODUCTION</u>	<u>4-5</u>
SECTION "II" <u>GENERAL CONTRACT CONDITION (PUR 1000)</u>	<u>6-15</u>
SECTION "III" <u>GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)</u>	<u>16-20</u>
SECTION "IV" <u>SPECIAL INSTRUCTION TO RESPONDENTS</u>	<u>21-30</u>
SECTION "V" <u>STATEMENT OF WORK</u>	<u>31-44</u>
SECTION "VI" <u>RESPONSE FORM</u>	<u>45</u>
SECTION "VII" <u>STATEMENT OF NO RESPONSE</u>	<u>46</u>
SECTION "VIII" <u>RESPONDENT'S REFERENCES</u>	<u>47-49</u>
SECTION "IX" <u>ADDENDUM ACKNOWLEDGMENT FORM</u>	<u>50</u>
SECTION "X" <u>SCRUTINIZED COMPANIES FORM</u>	<u>51</u>
SECTION "XI" <u>ATTESTATION OF NO CONFLICT FORM</u>	<u>52</u>
APPENDIX "A" <u>CERTIFICATION DRUG-FREE WORKPLACE</u>	<u>53</u>
APPENDIX "B" <u>NON-COLLUSION AFFIDAVIT</u>	<u>54</u>
APPENDIX "C" <u>INITIAL TERM PRICE SCHEDULE</u>	<u>55-56</u>
APPENDIX "D" <u>RENEWAL TERM PRICE SCHEDULE</u>	<u>57-58</u>
ATTACHMENT "A" <u>AGREEMENT (Draft)</u>	<u>59-62</u>
ATTACHMENT "B" <u>BUSINESS ASSOCIATE AGREEMENT (Draft)</u>	<u>63-72</u>

**SECTION "I"
INTRODUCTION**

CONTENTS:

- 1. Issuing Office.**
- 2. Purpose.**
- 3. Initial Term.**
- 4. Renewal Term.**
- 5. Timeline.**

1. Issuing Office.

(a) Florida Department of Veterans' Affairs (FDVA) points of contact, for purposes of this Invitation to Negotiate (ITN), are identified as follows:

Primary	Alternate
Tim Shaw, FCCM Contracting Administrator Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Suite 311-K Largo, FL 33778-1630 Telephone: (727) 518-3202, x5575 Fax: (727) 518-3407 E-mail: shawt@fdva.state.fl.us	Scott Gerke, CPPO, CPPB, FCCN, FCCM Purchasing Officer Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Suite 311-K Largo, FL 33778-1630 Telephone: (727) 518-3202, x5557 Fax: (727) 518-3407 E-mail: gerkes@fdva.state.fl.us

(b) Respondents shall not contact any other office or employee of FDVA/State of Florida for information with respect to this solicitation. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation.

2. Purpose. FDVA invites interested Contractors to submit responses in accordance with this solicitation. The purpose this solicitation is to establish an agency-wide Agreement for the complete and total provision of all physical, occupational, and speech therapy related services for each of FDVA's six (6) statewide 120-bed State veterans' nursing homes (long-term healthcare/skilled nursing facilities). Additionally, the successful Contractor shall develop and implement a transition plan from current providers to successful Contractor's services and provide technical assistance on the therapeutic aspects of resident care to engaged FDVA staff. Contractors submitting responses to this solicitation must thoroughly understand FDVA values and guiding principles, as well as, demonstrate the capability to deliver the requirements as specified in this ITN.

3. Initial Term. Anticipated Agreement commencement is September 1, 2013. The initial term of the Agreement resulting from this solicitation shall be for a period of three (3) years, from date of fully executed Agreement.

4. Renewal. The Agreement may be renewed, in whole or in part, for one additional term not to exceed three (3) years. Renewal will not include any compensation for cost associated with the renewal. Any renewal shall specify the renewal price, as set forth in the Respondent's response. Renewal shall be in writing and subject to the same terms and conditions as set forth in the Agreement. Any renewal shall be contingent upon satisfactory initial term performance evaluations as determined solely by FDVA and subject to availability of annual appropriation of funds as approved by the State of Florida Legislature.

5. Timeline. The dates on the following page are subject to change without notice. It is the Respondents responsibility to monitor the State of Florida Vendor Bid System (VBS) for any updates or changes. Any person with a disability requiring special accommodations while attending a public meeting(s) shall contact FDVA Primary Contact at the email address provided above at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD).

DATE:	TIME (Local Time):	ACTION:
Monday, June 3, 2013	By 4:00 P.M.	ITN Solicitation Issued
Tuesday, June 11, 2013	5:00 P.M.	Questions Deadline: Deadline for Contractors to submit written questions.
Friday, June 14, 2013 "Anticipated Date"	By 4:00 P.M.	Answers Posted: Answers to questions posted (addendum) on the Vendor Bid System website.
Tuesday, June 25, 2013	3:00 P.M.	ITN Response Due Deadline and ITN Response Opening: Contractors ITN Responses are due by and will be opened.
Monday, July 8, 2013 "Anticipated Date"	2:00 P.M.	Public Evaluation Meeting: Evaluation Committee meeting for the purpose of announcing scores and selecting Contractors to move into Presentations and Demonstrations.
Tuesday, July 9, 2013 "Anticipated Date"	By 4:00 P.M.	Scores Posted: Evaluation scores posted on the Vendor Bid System website.
Monday, July 15, 2013 to Wednesday, July 17, 2013 "Anticipated Dates"	To Be Announced	Presentations and Demonstrations with Selected Contractors: Firm dates/times will be provided to Contractors selected for presentations and demonstrations; Contractors must be prepared to travel to Largo, FL. During the dates listed.
Thursday, July 18, 2013 "Anticipated Date"	2:00 P.M.	Public Evaluation Meeting: Evaluation Committee meeting for the purpose of announcing scores and selecting Contractor(s) to move into Negotiations.
Friday, July 19, 2013 "Anticipated Date"	By 4:00 P.M.	Scores Posted: Evaluation scores posted on the Vendor Bid System website.
Tuesday, July 30, 2013 to Thursday, August 1, 2013 "Anticipated Dates"	To Be Announced	Negotiations with Selected Contractor(s): Firm dates/times will be provided to Contractor(s) selected for Negotiations; Contractor(s) must be prepared to travel to Largo, FL. for Negotiations.
Friday, August 2, 2013 "Anticipated Date"	2:00 P.M.	Public Evaluation Meeting: Evaluation Committee meeting for the purpose of recommending a Contractor for intent to award.
Monday, August 5, 2013 "Anticipated Date"	By 4:00 P.M.	Intent to Award: Intent to Award to post on the Vendor Bid System.

SECTION "II"
STATE OF FLORIDA
PUR 1000
GENERAL CONTRACT CONDITIONS

CONTENTS:

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment.
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply:

- (a) Quantity Discounts: Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer: During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In: Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to FDVA of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment: The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or

availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractor shall assume the sole responsibility for compliance with all laws, rules, and regulations specified in the Americans with Disabilities Act (ACT). Contractors will identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract. At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of FDVA of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to FDVA or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or

records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but

not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void. Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract. Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract. Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or

electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that

Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or Installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned". Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the

Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires FDVA of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SECTION "III"
STATE OF FLORIDA
PUR 1001
GENERAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

1. **Definitions.**
2. **General Instructions.**
3. **Electronic Submission of Responses.**
4. **Terms and Conditions.**
5. **Questions.**
6. **Conflict of Interest.**
7. **Convicted Vendors.**
8. **Discriminatory Vendors.**
9. **Respondent's Representation and Authorization.**
10. **Manufacturer's Name and Approved Equivalents.**
11. **Performance Qualifications.**
12. **Public Opening.**
13. **Electronic Posting of Notice of Intended Award.**
14. **Firm Response.**
15. **Clarifications/Revisions.**
16. **Minor Irregularities/Right to Reject.**
17. **Contract Formation.**
18. **Contract Overlap.**
19. **Public Records.**
20. **Protests.**
21. **Limitation on Vendor Contact with Agency During Solicitation Period.**

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses (Refer to Section IV, Item #11). Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- (a) An electronic signature on the response, generally,
- (b) An electronic signature on any form or section specifically calling for a signature, and
- (c) An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- (a) Technical Specifications,
- (b) Special Conditions and Instructions,
- (c) Instructions to Respondents (PUR 1001),
- (d) General Conditions (PUR 1000), and
- (e) Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Purchasing Officer. Questions must be submitted via the Question and Answer Board within MyFloridaMarketPlace and must be received no later than the time and date reflected on the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Contractor(s) shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Contracting Administrator or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- (a) Submitting a bid on a contract to provide any goods or services to a public entity,
- (b) Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work,
- (c) Submitting bids on leases of real property to a public entity,
- (d) Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and
- (e) Transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity,
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work,
- (c) Submit bids on leases of real property to a public entity,
- (d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or
- (e) Transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):

- (a) The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- (b) To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- (c) Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- (f) The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- (g) Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
1. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract.
 2. Violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- (h) The product offered by the respondent will conform to the specifications without exception.
- (i) The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- (j) If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- (k) The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- (l) The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- (m) All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcv.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor

authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. The rights of access must not be limited to the required retention period but shall last as long as the records are retained. It is expressly understood that evidence of the Vendor's refusal to comply with this provision shall constitute a breach of contract.

In accordance with Florida Statute 215.985, the State of Florida Department of Financial Services (DFS) has implemented the web-based Florida Accountability Contract Tracking System (FACTS). All State of Florida "cost" contracts are considered public records and shall be published to FACTS for public access. Published records include but are not limited to contract document images, financial information, and audit findings. Online public access is available via "<https://facts.fldfs.com>."

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes (F.S.) and chapter 28-110 of the Florida Administrative Code (F.A.C.). Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

(a) Section 120.57(3) (b), F.S. and Section 28-110.003, F.A.C.: requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

(b) Section 120.57(3) (a), F.S.: requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes".

(c) Section 28-110.005, F.A.C.: requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes".

21. Limitation on Vendor Contact with Agency During Solicitation Period. 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 or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION "IV"
SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

1. **Sealed Response.**
2. **Response Guidelines.**
3. **Qualifications.**
4. **Rights of FDVA.**
5. **Cost Incurred.**
6. **Order of Precedence.**
7. **Who May Respond.**
8. **Vendor Registrations.**
9. **Oral Instructions, Questions, and Answers.**
10. **Addendums to the Solicitation Documents.**
11. **Electronic Submission of Responses.**
12. **Alternate Response.**
13. **Vendor Preference Florida Certified Wartime Veteran-Owned Business Enterprise.**
14. **Certification of Drug-Free Workplace Program.**
15. **Right to Inspect and Audit.**
16. **FDVA Modifications.**
17. **Withdrawal of Response.**
18. **Respondent Modifications.**
19. **Employment Eligibility Verification.**
20. **Health Insurance Portability and Accountability Act (HIPAA).**
21. **Response Content Requirements.**
22. **Evaluation of Responses (Phase 1).**
23. **Evaluation of Oral Presentations and Demonstrations (Phase 2).**
24. **Negotiation Process (Phase 3).**

1. Sealed Response. Respondent's response including all required forms for this solicitation, as provided in their original format, must be fully executed and submitted in a sealed envelope; one (1) sealed original copy and five (5) individually sealed duplicate copies. All six (6) individually sealed envelopes must then be placed in one (1) outer package (size appropriate envelope or box). Each of the six (6) individually sealed envelopes and the outer package shall be clearly addressed as provided on page two (2) of this solicitation, including Respondent name and address, solicitation number and title, and response opening due date and time as provided in the Timeline. It is the Respondent's responsibility to clearly identify on the outer packaging of the response any Vendor Preference certifications which are applicable to their response. Failure to provide all required information on the response may result in the response being considered non-responsive. All responses are subject to the conditions specified herein.

2. Response Guidelines. Responses must be received by the Florida Department of Veterans' Affairs (FDVA) before the response opening due date and time as provided in the Timeline:

(a) Responses will be opened immediately after the response opening due date and time as provided in the Timeline at the Florida Department of Veterans' Affairs (FDVA), Mary Grizzle State Office Building, 11351 Ulmerton Road, Suite 311-K, Largo, FL 33778-1630. The public may attend the response opening, but may not immediately review any responses. In accordance with Section 119.071, Florida Statute, responses received by FDVA pursuant to a competitive solicitation shall be exempt to review as public records until such time as FDVA provides notice of an intended decision or until 30 days after opening the responses, whichever is earlier.

(b) Respondent's response must follow the format, structure, and sequence as required by this solicitation.

(c) Respondents must provide, to the full satisfaction of FDVA, a reference list of at least four (4) customers, in the long-term healthcare/skilled nursing industry, for whom they have performed similar services as specified in this solicitation.

(d) FDVA does not pay federal, sales, excise, or State tax. A Tax Exempt Certificate will be available

upon request.

(e) Respondents shall thoroughly examine all available drawings, specifications, schedule, instructions, and solicitation documents.

(f) Respondents shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of services as required by this solicitation. No plea of ignorance by the Respondent of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of this solicitation, will be accepted as a basis for varying the requirements of FDVA or the compensation to the vendor.

(g) Respondents are advised that all FDVA agreements are subject to all legal requirements provided for in FDVA Purchasing Policy and Florida State Statutes.

(h) Respondents are advised that exceptions to any of the terms contained in this solicitation or the attached documents must be identified in its response to this solicitation. Failure to do so may lead FDVA to declare any such term non-negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

(i) If no request for clarification is submitted by Respondent, all conditions and requirements specified within the Agreement shall be deemed accepted and understood by Respondent.

(j) Prices shall be Respondent net, delivered prices, F.O.B. Destination. All pricing shall be in United States Dollars (e.g., \$1.00, USD).

3. Qualifications. Award of the Agreement, in all respects of this solicitation, shall be made to the Respondent whose response is determined to be responsive, responsible, and in the best interest of the State of Florida and FDVA, a determination that shall be made solely at the discretion of FDVA. The Respondent affirms and declares:

(a) They have the capacity to do business within the State of Florida.

(b) They presently have the necessary abilities, staff, experience, facilities, equipment, materials, and financial resources to complete the requirements of the Agreement in a satisfactory manner and within the required time.

(c) The Respondent is of lawful age and that no other person, contractor or corporation has any interest in the response or Agreement proposed to be entered into.

(d) They are not in arrears to the State of Florida upon debt or Agreement and are not defaulting as surety or otherwise, upon any obligation to the State of Florida.

(e) No member, officer, or employee of FDVA during their tenure or for two years thereafter shall have any interest, direct or indirect, in the executed Agreement or the proceeds thereof.

(f) They have all federal, State and local registrations, licenses, and permits legally required to perform and complete the services as called for herein. Including but not limited to all related software licensing and any other related agreements.

(g) They shall comply with all federal, State and local laws, ordinances, rules, and regulations that in any manner could affect the required services.

(h) Respondent is not on the State's Comptroller General's list of ineligible contractors.

4. Rights of FDVA. In addition to all other rights of FDVA under Florida law, FDVA specifically reserves the following at its sole discretion:

(a) FDVA reserves the right to select the response that it believes will serve the best interest of the State of Florida and FDVA.

(b) FDVA reserves the right to reject a response it determines is not responsive and responsible.

(c) FDVA reserves the right to reject any or all responses with or without cause.

(d) FDVA reserves the right to cancel any solicitation with or without cause.

(e) FDVA reserves the right to remedy or waive technical or immaterial errors in this solicitation.

(f) FDVA reserves the right to request any necessary clarifications or supporting documentation without changing the terms.

(g) FDVA reserves the right to accept and award item by item, by group, or in the aggregate.

(h) FDVA reserves the right to reject a response if received after response opening due date and time as provided in the Timeline.

(i) FDVA reserves the right to reject a response if pricing is not submitted as required in the ITN, in the provided format.

- (j) FDVA reserves the right to reject a response if Respondent misstates or conceals any material fact in their response.
- (k) FDVA reserves the right to reject a response that does not conform to the requirements of the solicitation.
- (l) FDVA reserves the right to reject any response if the response fails to include any of the required information in the specified sequence.

5. Cost Incurred. All expenses involved with the preparation and submission of the response to FDVA, or any work performed in connection therewith, shall be born solely by the Respondent. No payment will be made for any responses received, or for any other effort required of, or made by Respondent or successful Contractor prior to execution of Agreement.

6. Order of Precedence. Respondents to this solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. The executed Agreement is subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- (a) Agreement.
- (b) Statement of Work.
- (c) Response Submittal Form.
- (d) Special Instructions.
- (e) Special Conditions (if applicable).
- (f) General Instructions to Respondents (PUR 1001).
- (g) General Contract Conditions (PUR 1000).
- (h) Forms.

FDVA objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's response. In submitting its response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

7. Who May Respond. FDVA will accept responses from capable business organizations, which are in good standing with the State of Florida, satisfying the terms of this solicitation. By submitting a response, each Respondent certifies that it satisfies all criteria specified in this solicitation. Upon FDVA request, Respondent shall provide supporting information and documentation. Respondent failure to provide FDVA with requested supporting information and documentation may result in Respondent being considered non-responsive. Respondents are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on CMBEs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>.

8. Vendor Registrations. Respondents must be registered in the State of Florida's "My Florida Market Place" procurement system by the time and date of the response opening as provided in Timeline or they may be considered non-responsive. All Respondents that are not registered must go to <https://vendor.myfloridamarketplace.com> to complete on-line registration or call 1-866-352-3776 for assisted registration. To access online registration, log on to www.myflorida.com and click on the 'MyFloridaMarketPlace/e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. Respondents will need the following information in order to register:

- (a) Company name.
- (b) Tax ID type and number; or Federal Employer Identification Number (FEIN); or Social Security Number (SSN).
- (c) Tax filing information, including the business name on your 1099 tax form (where applicable).
- (d) Location information.
- (e) A business name for each company location (if different from the company name).
- (f) A complete address for each location (including details for sending purchase orders, payments, and bills to each physical location).
- (g) A contact person for each location.

- (h) Commodity and service codes that describe the products and services your company provides. These codes can be found in MyFloridaMarketPlace.
- (i) CMBE (Certified Minority Business Enterprises) information if you are a certified minority business.
- (j) If Respondent is currently a vendor to the State of Florida/State Agency, re-registration will require a State-issued sequence number and PIN—available from Department of Management Services (DMS) only by faxing a request on company letterhead to 850-414-8331.

Part of the Vendor Registration process includes a section on terms and conditions in which a vendor accepts an agreement to pay a 1% fee on all State agency purchases effective July 1, 2003. This fee does not apply to those exempted by Rule 60A-1.032. For further information, vendors may access http://marketplace.myflorida.com/related/proposed_rule.htm.

Vendors wishing to do business with the State of Florida must register, complete, and submit an electronic Form W-9 to the Department of Financial Services (DFS). The Internal Revenue Service (IRS) will receive and validate all vendor provided Form W-9 information. Vendor failure to submit valid Form W-9 information to DFS will prevent FDVA from entering into agreements, creating purchase orders, and issuing any payment. To learn more and submit Form W-9, vendors must access the State of Florida website at <https://flvendor.myfloridacfo.com>. For further assistance, vendors shall contact the State of Florida Vendor W-9 Help Desk directly at 850-413-5519.

Vendors are required to register for electronic notification of solicitations from the State of Florida Vendor Bid System (VBS) via <http://www.myflorida.com/apps/vbs>. All Vendor questions regarding the registration process must be directed to the State of Florida Vendor Help Desk by calling 1-866-352-3776 or e-mailing "vendorhelp@myflorida.com". The State of Florida and FDVA are not under any obligation and do not guarantee that Contractors will receive e-mail notifications concerning the posting, addendum, intent to award, cancellation, or close of solicitations. Vendors are solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning solicitations.

9. Oral Instructions, Questions, and Answers. No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of oral discussions with any State employee. Only written inquiries from Respondents, which are signed by persons authorized to contractually bind the Respondent, will be recognized by FDVA as duly authorized expressions on behalf of the Respondent. Respondent written questions must be submitted via email by the deadline as provided in the Timeline to the Primary Contact Person in Section I of this solicitation. Only those communications which are in writing from FDVA will be considered as a duly authorized expression on behalf of FDVA. In accordance with the solicitation's Timeline, FDVA response to Respondent written questions will be posted as an addendum to the State of Florida Vendor Bid System (VBS).

10. Addendums to the Solicitation Documents. FDVA reserves the right to issue addendums to solicitations. Notice of any addendum will be posted on the State of Florida Vendor Bid System (VBS). Such notice, if required, will contain the appropriate details for identifying and reviewing formal changes to a solicitation. Each Respondent is solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning this solicitation.

11. Electronic Submission of Responses (This Section supersedes Section III, Item #3).

- (a) Respondents shall submit their response by mail or in person "by hand" to the attention of the Primary Contact Person in Section I of this solicitation.
- (b) Each Respondent is responsible for ensuring that their response is submitted in accordance with this solicitation and the response opening due date and time as provided in the Timeline. FDVA shall not consider responses received after the response opening due date and time as provided in the Timeline.

12. Alternate Response. Respondents may not submit more than one response. FDVA seeks each Respondent's single-best response.

13. Vendor Preference Florida Certified Wartime Veteran-Owned Business Enterprise. FDVA, when considering two or more responses for the procurement of contractual commodities or services, and at least one of which is from a Florida Certified Wartime Veteran-owned Business Enterprise, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or Agreement to the Florida Certified Wartime Veteran-owned Business Enterprise. Notwithstanding amendment of Section 287.057(12), Florida Statute, effective 7/1/12: If a Florida Certified Wartime Veteran-owned Business Enterprise entitled to Vendor Preference under this section and one or more businesses entitled to this preference or another Vendor Preference provided by law submit responses for procurement of contractual commodities or services that are equal with respect to all relevant considerations, including price, quality, and service, then the State agency shall award the Agreement to the business having the smallest net worth. (For Information on Certification Procedures for Vendor Preference programs, contact Thad Thad Fortune, Certification Administrator, Office of Supplier Diversity, (850) 487-9863 or email: Thad.Fortune@dms.myflorida.com.)

14. Certification of Drug-Free Workplace Program. The State supports and encourages initiatives to keep the workplaces of Florida's businesses and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical (tie) responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that it has a drug-free workplace program using the "Certification of Drug-Free Workplace" form included in Appendix "A" of this solicitation.

15. Right to Inspect and Audit. In accordance with Article 1, Section 24, Florida Constitution, FDVA and its duly authorized representatives, eligible users and their authorized representatives, as well as any State and federal representatives shall have the right to access, inspect and audit all facilities, project sites, commodities, services, equipment, records, papers, documents, books, electronic storage media, and any other material subject of the Contractor which are relevant to the Agreement. FDVA shall provide Contractor with advance written notice of inspection and audit. In accordance with Chapter 119, Florida Statute, Contractor will maintain, store, and allow public access to all records, papers, documents, books, electronic storage media, and any other material subject relevant to the Agreement. If an audit has been initiated and audit findings have not been resolved, the records must be retained until resolution of the audit findings. The rights of access shall not be limited to the required retention period but will last as long as the records are to be retained. Contractor's failure to provide access to and retention of the above detailed will constitute a breach of contract and may result in cancellation of the Agreement. Contractor will be responsible for all maintenance, storage, and delivery fees associated with all items detailed above to be maintained under the Agreement.

16. FDVA Modifications. This solicitation represents what FDVA believes to be in the best interest of the State of Florida and FDVA. FDVA reserves the right to add, change, and delete any requirements of the solicitation if FDVA deems it to be in its best interest of the State of Florida and FDVA.

17. Withdrawal of Response. Respondent response may be withdrawn, provided that Respondent's written request to withdraw is e-mailed to and received by the Primary Contact Person in Section I of this solicitation prior to the response opening due date and time as provided in the Timeline. Responses may not be withdrawn within sixty (60) business days following the response opening due date and time as provided in the Timeline.

18. Respondent Modifications. Respondent modifications to submitted response may be considered, provided the Respondent's written request is emailed to and received by the Primary Contact Person in Section I of this solicitation, no later than three (3) business days prior to the response opening due date and time as provided in the Timeline. Respondent modifications shall not be considered if received within three (3) business days of the response opening due date and time as provided in the Timeline or after the response opening due date and time as provided in the Timeline.

19. Employment Eligibility Verification. E-verify: Pursuant to the State of Florida, Office of The Governor, Executive Order Number 11-02 entered on January 4, 2011; Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within three (3) business days after the date of hire, and
- (b) All persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement with FDVA within ninety (90) calendar days after the date the Agreement is executed or within thirty (30) days after such persons are assigned to perform work pursuant to the Agreement, whichever is later.

20. Health Insurance Portability and Accountability Act (HIPAA). The Contractor must comply with and abide by all requirements of the Health Insurance Portability and Accountability Act (HIPAA). Any violation of requirements shall result in termination of the Agreement and all remedies available by law shall become available to FDVA.

21. Response Content Requirements. The following paragraphs detail the instructions and sequence to be followed in preparing a response to this solicitation. FDVA reserves the right to reject any response as non-responsive if the response fails to include any of the required information in the specified sequence. Each part of the response will be clearly labeled and tabbed for easy reference. The response must be submitted in an 8½" by 11" format, single spaced, and with all sections tabbed as necessary. Details shall be relevant and brief. The letter of transmittal shall contain the name of the organization, contact person, title, address, telephone number, web-site address, and email address. Table of Contents will identify locations of the following required information sections in response:

(a) Qualifications of the Respondent and Staff:

1. Respondent history and direct experience relevant to the requirements of this solicitation.
2. Familiarity and relevant experience working with State of Florida agencies and long-term healthcare/skilled nursing industry.
3. Identify similar projects (in size, scope, and complexity) undertaken by the Respondent within the last five (5) years.
4. Respondent's organizational chart and staffing plan which identifies the Project Manager and other key staff who will be assigned to the project.
5. Respondent's project team roster, including each individual's title and assigned office location. Additionally, provide a short biographical summary for each key employee proposed by the Respondent which demonstrates their qualifications and relevant experience.
6. All key employees shall be identified with an indication of how much time each individual will be committed to this project. No changes in key personnel listed in the response will be made without written notification to and concurrence by FDVA.
7. Respondent's response must include four (4) customer references (as provided per Section "VIII") for which the Respondent performed similar services in the long-term healthcare/skilled nursing industry, including current contact information.

(b) Approach and Technical Work Plan:

1. Description of the Respondent's project approach which demonstrates an understanding of the requirements specified in this solicitation.
2. Proposed project management plan which identifies project team members (including subcontractors and affiliates) for this project, by major task activity. An estimate of time commitments to those major work tasks.
3. Demonstrate how Respondent will meet the required deadline and submit a project time line schedule for transition from existing services provider.
4. Description of the methods the Respondent will utilize to approach the project, as well as any recommended changes to the Statement of Work.
5. Provide a detailed written description of the functionality of the proposed services with specific explanation of how it will provide the required services specified in Section "V".
6. Provide a detailed written description of the training/in-service training options offered for the proposed services and specifically address how the Contractor proposes to meet FDVA's training expectations.

(c) Price Schedules (As Provided in Appendix C and Appendix D):

1. Agreement Initial Term Price Schedule: Respondent shall provide a price schedule for the Agreement's Initial Term. Pricing shall be inclusive of all requirements as stated in this solicitation

and any addendum issued prior to response opening due date and time as specified in the Timeline

2. Agreement Renewal Term Price Schedule: Respondent shall provide a price schedule for the Agreement's Renewal Term. Pricing shall be inclusive of all requirements as stated in this solicitation and any addendum issued prior to response opening due date and time as specified in the Timeline.

22. Evaluation of Responses (Phase 1). The following evaluation criteria define which factors will be used by the Evaluation Committee to score responsive, responsible, and qualified responses. Respondents shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their responses. FDVA Evaluation Committee will determine which Respondent(s) will advance to Presentations and Demonstrations (Phase 2). Responses will be evaluated and ranked by FDVA Evaluation Committee based on the table provided on the following page.

EVALUATION CRITERIA	FACTORS CONSIDERED	WEIGHT
Qualifications of the Respondent and Staff	<ul style="list-style-type: none"> • Respondent's history and direct experience relevant to FDVA. • Demonstrate the level of familiarity with the State of Florida agencies and long-term healthcare/skilled nursing industry. • Identification of similar projects (size, scope, complexity) undertaken within the last five years. • Provided organization chart and staffing plan. • Personal experience of members of project management team. • Time availability for key personnel identified. • Results of customer references related to similar projects, in the long-term healthcare/skilled nursing industry, in the format as provided in Section VIII. 	25%
Approach and Technical Work Plan	<ul style="list-style-type: none"> • Understanding of the work required by the solicitation. • Project time line schedule for transition from existing services provider. • Proposed project management plan and project schedule (provided estimate of time commitments to major work tasks). • Demonstrating the methods of approach to the work effort, as well as, any recommended changes to the Statement of Work. • The proposed services with specific explanation of how it will provide the required services described in Section "V". • The training options offered for the proposed services. 	40%
Price Schedules	<ul style="list-style-type: none"> • Price schedules for Agreement Initial Term and Renewal Terms, in the format as provided in Appendix C and Appendix D. 	35%

SCORES RATING		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	4	The response exceeds all requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Good	3	The response meets all requirements for the component specified.
Poor	2	The response does not meet all of the requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	1	The response fails to demonstrate the understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The response does not address the service component specified, or the evaluator is not able to locate the information in the response.

Evaluation of Cost for Responses: Lowest total cost response would receive the maximum of 4 points X weighted percentages. All others will receive a score that is equal to 4 points minus the percentage difference above the lowest total cost response.

23. Evaluation of Oral Presentations and Demonstrations (Phase 2). Each advanced Respondent will be required to make an oral presentation to demonstrate their proposed services to FDVA. Oral presentations and demonstrations will be evaluated and ranked by an Evaluation Committee based on the table below. The advanced Respondents will be evaluated according to the scoring elements in the following table:

EVALUATION CRITERIA FOR PHASE 2	WEIGHT
Transition/Implementation	25%
Provision of Services (Functional/Technical)	75%

Note: Scores rating (rating and score) will be the same as provided on page 29 of the solicitation.

24. Negotiation Process (Phase 3). At FDVA's sole discretion, it may negotiate with one or more Respondents per recommendation of the Evaluation Committee. FDVA intends to conduct negotiations with the Respondents whose responses demonstrate the best ability to meet the needs of FDVA and provides the best value to the State. FDVA will negotiate with Respondents either serially or concurrently. FDVA reserves the right to require Respondents to make a further oral presentation, provide additional references, and submit further information. FDVA reserves the right to require attendance by a particular representative of the Respondents. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda and copies of any visuals or handouts, and shall become part of the Respondent's response. Failure of Respondent to provide the requested information may result in the response being considered non-responsive.

After sufficient negotiations, FDVA will request a Best and Final Offer from all Respondents which it negotiated with for final consideration prior to a final award decision. After submission of Best and Final Offer, to the Primary Contact Person in Section I of this solicitation, FDVA reserves the right to clarify any element of required deliverable(s) or further negotiate pricing with a single Respondent or all qualified Respondents prior to final award. In addition, subsequent to establishing an Agreement resulting from this solicitation, if FDVA determines that additional services, specifications, modifications or deletions are needed and it is in the State of Florida's and FDVA's best interest to amend the Statement of Work with regards to the specified provision of deliverable(s), then FDVA may enter into negotiations with the Contractor to amend the Agreement.

In the event any Agreement resulting from this solicitation is terminated early by either party, FDVA reserves the right to negotiate with the next highest-ranked responsive and responsible Respondent. At any time during the solicitation process, FDVA may reject any and all responses and may modify its Statement of Work sought, tasks to be performed, and deliverables.

Intent to Award shall be based upon FDVA determination of the successful Contractor(s) responsiveness, responsibility, capability, and the highest scores rating in accordance with the above provided evaluation criteria. FDVA reserves the right to award item by item, by group, or in the aggregate. FDVA determination will represent FDVA requirements and the best value to the State of Florida.

SECTION "V"
STATEMENT OF WORK

CONTENTS:

1. Purpose.
2. Transition and Start-up Plan.
3. FDVA Mission.
4. FDVA Values.
5. FDVA Residents to be Served.
6. Service Locations.
7. Hours of Operation and Scheduling.
8. Authorities Having Jurisdiction.
9. Permits, Licenses, Certifications, and Fees.
10. Performance Bond.
11. Insurance Requirements.
12. Project Management.
13. Safety and Security Compliance.
14. State Property Damage.
15. Disconnection, Removal, and Reinstallation of Items.
16. Contractor-Owned Items.
17. Contractor Staff Requirements.
18. Resident Care Determination.
19. Therapy Service Descriptions.
20. On-Site Clinical and Administrative Management.
21. Reporting Requirements.
22. Performance Evaluation and Quality Assurance.
23. Performance Standards.
24. Financial Consequences.
25. Performance Remedies.
26. FDVA Obligations.
27. FDVA Information Technology (IT).
28. Invoicing and Payment.
29. Agreement Transition.

1. **Purpose.** Contractor must provide for the complete and total provision of all physical, occupational, and speech therapy related services for each of FDVA's six (6) statewide 120-bed State veterans' nursing homes (long-term healthcare/skilled nursing facilities). Additionally, the successful Contractor shall develop and implement a transition plan from current providers to successful Contractor's services and provide technical assistance on the therapeutic aspects of resident care to engaged FDVA staff.

2. **Transition and Start-up Plan.** Prior to commencement of work, Contractor must submit final transition and start-up plan as defined during negotiations to FDVA Project Manager. The plan shall outline the process by which successful Contractor will transition services from current provider and initiate required services. Plan shall detail staffing placement and scheduled dates for all services specified in the Agreement, and must not be changed without prior approval of FDVA Project Manager. Contractor shall attend all transition of services and implementation meetings to discuss related issues at a frequency as determined solely by FDVA.

3. **FDVA Mission.** The Florida Department of Veterans' Affairs (FDVA) is a State of Florida Cabinet Agency responsible for assisting more than 1.6 million Florida veterans and their families' survivors in improving their health, quality of life, economic well-being through high quality benefit information, advocacy, education, and long-term health care.

4. **FDVA Values.** The following are values and guiding principles adopted by the FDVA:

- (a) Effective, responsive, person-centered care and rehabilitation: Placing the resident at the center of decision-making regarding services and quality of life. People have a right to timely, consistent and accurate information in order to make informed choices and decisions affecting their lives.
- (b) Respect and dignity: Treat each resident with respect, dignity and honesty. Every person has dignity and worth as a human being and their lives and perspectives are to be honored. People have civic responsibilities for themselves and to others and should be supported in learning, understanding and acting on those responsibilities.
- (c) Safe environment: Create an environment, which is safe and free from abuse, neglect, and physical, psychological, or economic exploitation. People should live free of poverty and abusive situations.
- (d) Promote quality of life, independence, self-sufficiency, and where possible, recovery: Promote each resident's quality of life, maximum potential for recovery, independence, responsibility and self-sufficiency in order to return them to their highest level of functioning.
- (e) Personal choice: Determine, support and enhance each resident's preference in living, learning and socializing. People's attributes and needs are dynamic and ever changing.
- (f) Achievement of goals and desires: Encourage achievement of goals and personal preferences.
- (g) Physical well-being: Ensure that each resident's fundamental needs for food, clothing, shelter, exercise and health care are met.
- (h) Support from others: Support the participation of family, significant others, advocacy and community caregivers in service planning and implementation as desired by the individual. People should live in places that meet their needs for safety, food, shelter, good health, and leisure activities and that ensure access to the same quality of life as others in their respective community. Aside from the person himself/herself, families and friends are a person's strongest advocates and social supports.
- (i) Interdisciplinary, goal directed, and outcome based: Meet the resident's changing needs through an interdisciplinary process with development of plans that are goal directed and outcome based. People should be encouraged to pursue their life goals by building on their strengths and capacities, accessing and controlling necessary supports and services that are uniquely focused for each individual.

5. FDVA Residents to be Served. Persons to be served under the Agreement, residents living in FDVA State Veterans' Home/Nursing Homes (SVNH) or those admitted to each SVNH during the life of the Agreement, are honorably discharged Veterans who are in need of nursing home care (long term care, skilled nursing). Residents are generally a geriatric population, although younger veterans are represented. Residents include male and female veterans. Residents may require 24 hour nursing, personal, or custodial care. Respite care may also be provided. Some residents have behavioral issues, mental disabilities, or organic brain syndromes, including Alzheimer's disease.

6. Service Locations. All required Contractor services will be performed on location at each SVNH. Additional service locations may be added to the Agreement as new facilities are built. In the event of a disaster and/or emergency situation that may require relocation of residents, FDVA Project Manager, in consultation with respective SVNH Administrator, shall notify Contractor of a change in location. The following locations are included in the Agreement:

<p>Baldomero Lopez State Veterans' Nursing Home 6919 Parkway Boulevard Land O' Lakes, FL 34639 (120 beds)</p>
<p>Emory L. Bennett State Veterans' Nursing Home 1920 Mason Avenue Daytona Beach, FL 32117 (120 beds)</p>

Alexander Nininger State Veterans' Nursing Home 8401 W. Cypress Drive Pembroke Pines, FL 33025 (120 beds)
Clifford Chester Sims State Veterans' Nursing Home 4419 Tram Road Panama City, FL 32404 (120 beds)
Douglas Jacobson State Veterans' Nursing Home 21281 Grayton Terrace Port Charlotte, FL 33954 (120 beds)
Clyde E. Lassen State Veterans' Nursing Home 4650 State Road 16 St. Augustine, FL 32092 (120 beds)

Each SVNH has achieved and maintained approximately 95% to 100% resident census (approximate average number of residents is 117). Average monthly individual SVNH rehabilitation census (Part A and B) is approximately as follows:

- (a) Medicare A: PT – 10, OT – 7, ST – 4. Each SVNH averages the following approximate RUG days per month: RUL – 5, RVL – 14, RMX – 13, RML – 2, RUB – 24, RVC – 3, RVB – 44, RVA – 5, RHC – 9, RMC – 2, and RMA – 1.
- (b) Medicare B: PT – 19, OT – 15, ST – 10.

7. Hours of Operation and Scheduling. Given the nature and dynamics of FDVA's mission, time is of the essence in performance of the Agreement. All services will be performed 24 hours a day; 7 days a week; 365 days a year in order to meet SVNH resident needs and provide continuity of care, as well as, meet Agreement, State Statutes, and federal requirements.

8. Authorities Having Jurisdiction. Contractor shall be in compliance with all State and federal laws, regulations, guidelines, licensure, certification, policies, and procedures. FDVA State Veterans' Home/Nursing Homes (SVNH) are licensed under Chapter 400, 468, and 486 Florida Statutes, as well as Chapter 59A-4, 64B11-4, and 64B17-6 Florida Administrative Code by the Agency for Health Care Administration (AHCA). Each SVNH is inspected annually by AHCA and the U.S. Department of Veterans Affairs (USDVA). Contractor shall fully participate and cooperate with all inspections, surveys, and evaluations of the therapy service operations in each respective SVNH, as performed by any internal or external agency, group or team. This shall include but not be limited to the Centers for Medicare and Medicaid Services (CMS), AHCA, and USDVA. Contractor shall be responsible for the correction of all applicable deficiencies, tags, and citations.

9. Permits, Licenses, Certifications, and Fees. Contractor shall obtain all permits, licenses, and certifications required to perform the Agreement and be in compliance with applicable federal, State, and local laws, as well as, local ordinances, rules and or regulations that could affect work in any manner, including but not limited to all related software licensing and any other related agreements. Prior to commencement of work, Contractor will provide all required permits, licenses, and certifications to each

respective SVNH Administrator for verification. Failure of Contractor to provide required permits, licenses, and certifications may result in termination of the Agreement at FDVA's sole discretion. Contractor shall be responsible for determining and paying any fees required in performance of the executed Agreement.

10. Performance Bond. Contractor shall provide FDVA a Performance Bond equal to the executed Agreement's full value (100%) if FDVA deems such requirement to be in the best interest of the State of Florida. Pursuant to 255.05, Florida Statutes, if the Agreement award amount is \$100,000.00 or more, a Performance Bond will be required. Bond shall be issued from a reliable Surety Company licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Bond must be accompanied by a duly authenticated Power of Attorney evidencing that the person executing the bond in behalf of the Surety Company had the authority to do so on the date of the bond. The cost of the bond will be borne by the Contractor. Bond must state in its front page:

- (a) Contractor's name, principle business address, and phone number.
- (b) Surety company name.
- (c) FDVA's full name (Florida Department of Veterans' Affairs).
- (d) Contract number assigned by FDVA.
- (e) General description of the contracted commodity or service(s).

Contractor shall provide bond to Primary Contact Person in Section I of this solicitation within five (5) business days of the executed Agreement. In the event of cancellation of the original bond, Contractor must immediately provide replacement bond to Primary Contact Person in Section I. Bond will remain in effect for the life of the Agreement. FDVA shall be named as the beneficiary of the Contractor's bond. Bond must provide that the insurer or bonding company(s) pay losses suffered by FDVA directly to FDVA. Should Contractor terminate the Agreement prior to the end of the Agreement period, an assessment against the bond will be made by FDVA to cover the costs of issuing a new solicitation and selecting a new Contractor. Contractor agrees that FDVA damages in the event of termination by the Contractor shall be considered to be for the full amount of the bond. FDVA need not prove the damage amount in exercising its right of recourse against the bond.

11. Insurance Requirements. Before commencement of work (including but not limited to pre-staging of personnel), Contractor shall obtain insurance at their sole expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled.

Insurance must be maintained throughout the entire life of the Agreement. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company(s) authorized to do business in the State of Florida. The company(s) must maintain a minimum rating of B+ as assigned by AM Best. If Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Comp, FDVA shall recognize and honor such status. Contractor may be required to submit a Letter of Authorization issued by State Department of Labor and a Certificate of Insurance, providing details on Contractor's Excess Insurance Program. If Contractor participates in a self-insurance fund, updated financial statements may be required upon FDVA Project Manager's request. Prior to the commencement of work, Contractor shall provide to FDVA Project Manager as satisfactory evidence of the required insurance, either a:

- (a) Certificate of Insurance, or
- (b) Certified copy of the actual insurance policy.

FDVA, at its sole option, has the right to request a certified copy of policies required by the Agreement. Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least thirty (30) days' notice is given to FDVA. The acceptance and approval of Contractor's Insurance shall not be construed as relieving Contractor from liability or obligation assumed under the Agreement or imposed by law. FDVA will be included as "Additional Insured" on all policies, except Workers' Comp. Requirements. Commercial General Liability with, at

minimum premises operations, produces and completed operations, blanket contractual liability, personal injury liability, and expanded definition of property damage.

The minimum limits shall be \$500,000.00 Combined Single Limit (CSL). An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions shall include coverage for claims filed on or after the effective date of the Agreement. In addition, the period for which claims may be reported will extend for a minimum of twelve (12) months following the expiration of the Agreement. Prior to the commencement of work, Contractor shall also obtain Workers' Comp Insurance with limits sufficient to meet Florida Statute 440. Contractor shall maintain and upon request provide documentation to FDVA Project Manager throughout the life of the Agreement.

Recognizing that the work governed by the Agreement requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Upon request, Contractor shall provide documentation to FDVA Project Manager throughout the life of the Agreement. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum, liability coverage for: Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL). If split limits are given, the minimum limits acceptable shall be \$500,000 per Person; \$1,000,000 per Occurrence; \$500,000 Property Damage.

12. Project Management. Contractor shall provide sufficient personnel and supervision to perform the requirements of the Agreement and assume responsibility for managing the Contractor's Project Team for the life of the Agreement. Contractor shall be responsible for the successful completion of the Agreement, including the work of all subcontractors, affiliates, and any third parties. FDVA appointed personnel shall be available to Contractor where it is essential to represent FDVA requirements, review and approve Contractor deliverables, provide operational insight, resolve issues and make decisions regarding alternate administrative, functional, or technical aspects. FDVA and Contractor shall appoint project management staff whose primary duties will be as follows:

(a) Contractor Project Manager: Prior to commencement of project, Contractor shall appoint a Project Manager who will function as a liaison between Contractor and FDVA. Contractor's Project Manager will be responsible for the overall operation of therapy service statewide, coordinate all activities with FDVA Project Manager, immediately report any adverse events occurring on State/FDVA property to FDVA Project Manager, and be available to meet with FDVA as requested (on location at FDVA Headquarters or specific FDVA Veterans' Home). Contractor will be responsible for developing and maintaining a detailed project work plan and for reporting progress against the work plan on a regular basis. In the absence of Contractor's Project Manager, Contractor will appoint an alternate to act on behalf of Contractor's Project Manager.

(b) Contractor Therapy Manager (On-Site): Contractor must appoint an on-site, full time licensed and certified therapist as Therapy Manager for each SVNH. Therapy Manager shall be responsible for the day-to-day operations of contracted therapy services (administration, functions, and activities) at their assigned SVNH, and be knowledgeable of Medicare, Medicaid, and private insurance policies and billing procedures. Therapy Manager will report to the SVNH Administrator of their assigned SVNH, so as to coordinate therapy services with other SVNH events or programs. In the absence of Contractor's Therapy Manager, Contractor will appoint an on-site alternate to act on behalf of Contractor's Therapy Manager.

(c) FDVA Project Manager: FDVA shall appoint an FDVA employee, located at FDVA Headquarters (Largo, FL), as FDVA Project Manager for the Agreement and will be responsible for managing, monitoring, assessing, and certifying that all required Contractor services, surveys, and reports were satisfactorily performed and that invoices are in accordance with the Agreement. FDVA Project Manager is the Contractor's primary point of contact and will also serve as a liaison between the Contractor and FDVA Contracting Administrator. In the absence of FDVA Project Manager, FDVA will appoint an alternate to act on behalf of FDVA Project Manager.

(d) FDVA-SVNH Quality Assurance Monitor (QAM): FDVA shall appoint an onsite SVNH employee, from the functional area receiving the contracted services, as the SVNH's Quality Assurance Monitor (QAM). QAM will participate in the administration of the Agreement. Specifically, QAM will evaluate onsite Contractor performance, inspect the services for FDVA, provide a monthly quality assurance reporting to FDVA Contracting Administrator through FDVA Project Manager, and certify that services

are provided in accordance with Agreement as part of FDVA invoice approval process. QAM does not have the authority to direct and/or authorize the Contractor to make any changes to the Agreement. In the absence of QAM, FDVA will appoint an on-site alternate to act on behalf of FDVA-SVNH QAM.

(e) FDVA Contracting Administrator: FDVA Contracting Administrator, located at FDVA Headquarters (Largo, FL), will be responsible for administering the terms and conditions of the executed Agreement, issuing modifications or amendment, and exercising any option to renew. FDVA Contracting Administrator will be the central point of contact for all contractual matters, as well as any disputes between Contractor and FDVA that cannot be resolved at the local SVNH level between Contractor and QAM and/or FDVA Project Manager. In the absence of FDVA Contracting Administrator, FDVA Purchasing Officer will act on behalf of FDVA Contracting Administrator.

(f) FDVA-SVNH Administrator: FDVA on-site SVNH Administrator is accountable for the total day-to-day operations of the SVNH. SVNH Administrator is further responsible for the complete oversight of all SVNH residents, staff, property, activities, programs, events, and related fiscal, administrative, clinical, safety/risk management, quality assurance/performance, and regulatory functionalities. In the absence of SVNH Administrator, FDVA will appoint an on-site alternate to act on behalf of SVNH Administrator.

13. Safety and Security Compliance.

(a) Staff Identification: Contractor shall fully provide for and ensure that all Contractor staff wear identifiable uniforms, as well as produce and visibly display photo identification on their person at all times while on FDVA (State of Florida) property. Contractor staff uniforms and photo identification must clearly identify staff member as an employee, agent, or representative of the Contractor. Photo identification shall include but not limited to Contractor company name, staff member name, and title.

(b) Check In and Check Out: Contractor shall first check-in with respective SVNH's QAM prior to commencing any work. This is to ensure that all residents and facility staff activities in the work area are curtailed, residents are alerted to secure all valuables, and facility staff acknowledges Contractor's commencement of work. All package checks are to be pre-approved by SVNH Administrator. Upon completion of daily work, Contractor shall notify QAM that Contractor staff assigned is leaving the facility.

(c) Cleanup and Safety Inspection: Contractor must ensure that the project jobsite is kept clean and safe on a daily basis. Contractor will immediately cleanup any spills or excess material throughout the life of the Agreement. A weekly work-site safety inspection will be performed by both Contractor and QAM to ensure all safety precautions have been taken to protect the health and welfare of workers, staff, residents, and visitors.

(d) Jobsite Safety: Contractor shall perform all work in a safe manner following all applicable safety rules and regulations. All equipment, tools, materials, supplies, and personal conduct of the Contractor shall conform to "best practice" methodologies as generally accepted by the engaged field. Equipment, tools, materials, and supplies will not be left unattended for any reason, at any time. Adherence to OSHA and applicable federal, State, and local laws and guidelines is required in the performance of the Agreement.

(e) Jobsite Security: Contractor is responsible for continuously maintaining a secure job site. Contractor shall ensure that adequate safeguards are implemented for the project. Contractor must obtain SVNH Administrator approval prior to access to secure areas.

(f) Material Safety Data: A copy of the Material Safety Data Sheet (MSDS) for any Contractor's materials and supplies used on site shall be provided to QAM prior to application. The MSDS shall remain on file with QAM as it provides valuable safety and adverse reaction information.

(g) Respiratory Protection: Contractor shall only utilize materials and supplies that are approved for use in long-term healthcare/skilled nursing facilities and foodservice environments, such as low odor and low volatile organic compound (VOC) materials and supplies. All materials and supplies, including but not limited to detergents, disinfectants, antiseptics, and cleaners require QAM approval prior to use within any SVNH.

(h) Handling and Disposal of Non-Regulated, Regulated, and Bio-Hazardous Waste: In accordance with all applicable local, State, and federal requirements, Contractor shall properly dispose of all non-regulated, regulated, and bio-hazardous waste resulting from performance of the Agreement. Further, Contractor staff shall perform all services in compliance with FDVA infection control policies established for working with bio-hazardous waste and residents who present risk of infection. Policies

may include but not be limited to use of gloves, gowns, masks, goggles, face shields and footwear covers. Contractor staff shall follow industry wide, standard universal precautions, including frequent hand washing when in contact with potentially contaminated materials, as well as, use of specially designated laundry hampers and waste receptacles in transport of soiled linens and waste materials.

14. State Property Damage. Any State property damaged by the Contractor must be reported immediately to SVNH Administrator. Damaged property shall be repaired or replaced at the Contractor's sole expense. All repairs, parts, or replacement of damaged property shall be of like quality and design and restored, at a minimum, to the condition that existed immediately prior to the time of damage, in accordance with manufacturer's specifications and warranty. Repair or replacement of damaged property will be coordinated and pre-approved by SVNH Administrator. QAM shall conduct unannounced inspections to verify any potential property damage of State property throughout the life of the Agreement.

15. Disconnection, Removal, and Reinstallation of Items. With SVNH Administrator prior approval, in accordance with manufacturer's specifications and warranty guidelines, Contractor will provide for the disconnection, removal, and reinstallation of any and all mounted, fastened in place, plumbed, and electrical equipment, or any and all other items necessary to perform the requirements of the Agreement. If necessary, Contractor shall take pictures and measurements to aid in replacing items to their original positions.

16. Contractor-Owned Items. Contractor-owned items may be stored on-site at the applicable service location with pre-approval of respective SVNH Administrator. FDVA assumes no liability for damage or loss to Contractor-owned items. All Contractor-owned items must be marked in such a manner to readily identify it as such. All Contractor deliveries must be pre-approved by and coordinated with SVNH Administrator.

17. Contractor Staff Requirements. Contractor shall provide a sufficient supervision and qualified staff to meet all requirements in accordance with Agreement. FDVA shall not be responsible for training Contractor staff. Contractor shall assure the following personnel qualifications to meet the requirements of the Agreement:

(a) Background Screening: Contractor must fully provide for, schedule, and secure Level 2 background screening results for all engaged Contractor staff. Prior to commencement of work or new hire assignment, all engaged Contractor staff will successfully complete and pass Level 2 background screening. Contractor shall secure in their possession evidence that Level 2 background screening of all engaged staff, through the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI) has been successfully completed and passed. Further, Contractor must provide as evidence a copy of the individual's successful completion and passing of Level 2 background screening to the respective SVNH Administrator. Evidence as such will be maintained in each individual's file on location at each respective SVNH. SVNH Administrator will describe the process and determine the field verification.

(b) Supervision of Contractor Personnel: Contractor shall at all times provide adequate onsite supervision to ensure complete and satisfactory performance of all requirements in accordance with Agreement. Contractor's onsite Therapy Manager will be available at all times when the work is being carried out in performance of the Agreement. Contractor shall provide any additional landline telephone and cell phone numbers, as well as, email addresses where the supervisor or designee can be reached outside normal business hours of 8:00 am to 5:00 pm, Monday through Friday.

(c) Staffing Changes: At FDVA's sole discretion, within thirty (30) calendar days, Contractor shall replace any employee whose continued presence would be detrimental to the success of the Agreement. The replacement must be an employee of equal or superior qualifications. In the event an employee must be removed immediately, for justifiable cause, Contractor will replace staff within 24 hours. QAM, in consultation with SVNH Administrator, will exercise exclusive judgment in this matter. Contractor shall provide coverage for both scheduled and unscheduled Contractor staff absences, to ensure required resident therapy services and continuity of care is not interrupted.

(d) In-Service Programs (Training): Contractor, at its sole expense, will provide in-service training for Contractor staff, as needed to remain in compliance with local, State and federal regulations. A minimum of four (4) in-service programs, per year, on subjects relating to rehabilitation services and

proper body mechanics, will be given by qualified and credentialed Contractor staff to engaged SVNH staff. A minimum of four (4) in-service programs, per year, on subjects relating restorative nursing service measures, will be given by qualified and credentialed Contractor staff to engaged SVNH staff. A minimum of four (4) in-service programs, per year, will be provided on subjects identified through analysis of Minimum Data Set (MDS), Quality Indicator/Quality Assurance Measures, and medical record review of all therapy related services. Subjects for in-service programs shall be determined by SVNH Director of Nursing, Risk Manager, Staff Development Coordinator, Nurse Consultant, and Contractor therapy staff. Contractor therapy staff shall attend and participate with in-servicing provided by SVNH as needed.

(e) Meetings: All Contractor personnel are required to attend and participate in all FDVA mandatory staff meetings, including but not limited to resident care planning, quality assurance, risk management, falls committee, weekly utilization review committee, SVNH Administrator/Department Head, and family conferences. FDVA agrees to include all Contractor staff in its SVNH orientation program and other in-servicing generally required for all FDVA personnel, at no cost to the Contractor.

(f) Communication: All Contractor staff must be able to communicate in English (verbally and in writing), liaise with all members of the interdisciplinary team, other agencies, hospitals, and resident families as necessary to assure continuity of resident care. All Contractor staff will possess basic computer usage and keyboarding skills.

(g) Staff Credentials: Contractor will employ and provide qualified, credentialed personnel duly licensed in the State of Florida to provide all services required in performance of the Agreement. Contractor must require and ensure that all therapy personnel maintain in effect all required licenses and certifications for the life of the Agreement. Upon the effective date and for the life of the Agreement, prior to commencement of work, Contractor shall provide QAM with evidence that therapy personnel is maintaining applicable licenses and certifications.

1. Therapy Manager: Must be currently licensed in the engaged therapy field from the Florida Department of Health, issued in accordance with Chapter 468 or 486, Florida Statutes.
2. Speech Therapist: Must be currently licensed as a speech therapist by the Florida Department of Health issued in accordance with Chapter 468, Florida Statutes, Part I.
3. Speech Therapist Assistant and Aide: Must be currently licensed as a speech therapist assistant or aide respectively, by the Florida Department of Health issued in accordance with Chapter 468, Florida Statutes, Part I.
4. Physical Therapist: Must be currently licensed as a physical therapist by the Florida Department of Health, issued in accordance with Chapter 486, Florida Statutes.
5. Physical Therapy Assistant and Aide: Must be currently licensed as a physical therapist assistant or aide respectively, by the Florida Department of Health, issued in accordance with Chapter 486, Florida Statutes.
6. Occupational Therapist: Must be currently licensed as an occupational therapist by the Florida Department of Health, issued in accordance with Chapter 468, Part III, Florida Statutes.
7. Occupational Therapy Assistant and Aide: Must be currently licensed as an occupational therapist assistant or aide respectively, by the Florida Department of Health, issued in accordance with Chapter 468, Part III, Florida Statutes.

18. Resident Care Determination. Criteria used to determine eligibility will be based on the needs of the residents as determined by medical professionals. Contractor shall provide to SVNH residents the described services upon receipt of:

- (a) Written Order: The written order of an attending physician given in accordance with accepted professional practices, and
- (b) Specific Authorization: The specific authorization to treat the resident from a representative of the SVNH, via written or oral approval from resident, or Power Of Attorney/Guardian.

Note: Contractor shall perform quarterly audits of therapists' clinical determinations, to assure medical necessity of provided therapy services and accuracy therapists' documentation. Under the Agreement each FDVA grants Contractor right to provide therapy services at SVNH, unless a SVNH resident

specifically requests another therapy vendor/provider. FDVA facility retains sole responsibility for the management of residents' care.

19. Therapy Service Descriptions. The primary goal of the therapy program is to assist each SVNH resident in achieving and maintaining the highest quality of life possible. Upon FDVA request, Contractor may be required to provide technical assistance on the therapeutic aspects of SVNH resident care to engaged FDVA personnel. The following describes the therapy services to be provided:

(a) Speech Therapy Services: Services include addressing SVNH resident evaluation and treatment of speech, language, and swallowing disorders; including but not limited to assessment of functional ability related to hearing loss and auditory comprehension, coaching, prompting swallowing techniques, training staff on proper feeding, nutritional consultation, and participation in inter-disciplinary care planning. Contractor will provide such speech therapists, speech therapy assistants, and speech therapy aides as shall be required to provide speech therapy services to include the following as may be necessary:

1. All speech therapy for SVNH resident treatment as required by FDVA, prescribed by a physician. Such care and treatment shall include evaluation and ongoing therapy.
2. A certified speech/language pathologist's supervision of staff training for speech therapy care and treatment.
3. Review of all FDVA personnel and resident policies and the implementation of approved changes or amendments by FDVA as are necessary to conform to all applicable State and federal regulations.
4. All other matters as necessary to provide speech/language therapy services to the SVNH resident in accordance with Agreement.

(b) Physical Therapy Services: Services include addressing SVNH resident development, improvement, restoration of neuromuscular or sensory motor function, relief from pain, or control of postural deviation to attain maximum performance; including but not limited to evaluation and treatment related to range-of-motion, muscle strength, functional abilities, rehabilitation through exercises, massage, pain management, the use of therapeutic or adaptive equipment, and participation in inter-disciplinary care planning. Contractor will provide such physical therapist, physical therapy assistants, and physical therapy aides as shall be required to provide physical therapy services to include the following as may be necessary:

1. All physical therapy for SVNH resident treatment as required by FDVA, prescribed by a physician. Such care and treatment shall include evaluation and ongoing therapy.
2. A registered physical therapist's supervision of staff training for physical therapy care and treatment.
3. Review of all FDVA personnel and resident policies and the implementation of approved changes or amendments by FDVA as are necessary to conform to all applicable State and federal regulations.
4. All other matters as necessary to provide physical therapy services to the SVNH resident in accordance with Agreement.

(c) Occupational Therapy Services: Services include addressing SVNH resident functional needs of an individual related to the performance of self-help skills, adaptive behavior, behavioral symptoms, memory/safety awareness, as well as, sensory, motor, and postural development; including but not limited to evaluation and treatment related to perceptual motor activity exercises, kinetic movement, guidance in use of adaptive equipment, and participation in inter-disciplinary care planning. Contractor will provide such occupational therapists, occupational therapy assistants, and occupational therapy aides as shall be required to provide occupational therapy services including the following as may be necessary:

1. All occupational therapy for SVNH resident treatment as required by FDVA, prescribed by a physician. Such care and treatment shall include evaluation and ongoing therapy.
2. A registered occupational therapist's supervision of staff training for occupational therapy care and treatment.
3. Review of all FDVA personnel and resident policies and the implementation of approved changes or amendments by FDVA as are necessary to conform to all applicable State and federal regulations.

4. All other matters as necessary to provide occupational therapy services to the SVNH resident in accordance with Agreement.
- (d) Wellness Program: Services shall be performed on a weekly basis and will include provision of wellness education, resident assessment and activities/programming to prevent loss of ability to perform daily living activities, and all other matters as necessary to provide wellness program services to the SVNH resident.
- (e) Restorative Nursing Program: Services include issuing referrals to the program and providing consultation to the SVNH Restorative Nursing Program, to include but not limited to recommendations on programming and training of SVNH Restorative Nursing Program staff.

20. On-site Clinical and Administrative Management.

(a) Contractor Activities:

1. Provide clinical and administrative management of SVNH therapy services, including but not limited to:
 - A. Resident assessment as required for Minimum Data Set (MDS) completion, as well as participation on Interdisciplinary Team and monitoring of functional outcomes and benchmarking. All resident assessments must be documented.
 - B. Resident screening, upon initial admission, readmission, change in condition, quarterly, and upon staff referral, by a physically present, respective therapist to determine the need(s) for speech, occupational, and/or physical therapy. Screening process shall be accomplished by respective speech, occupational, and/or physical therapist, and will include recommendations of positioning devices and the least restrictive measures to be used for resident safety when necessary. All resident screening and therapist recommendations must be documented.
 - C. Management of intensity and duration of therapy services.
 - D. Overall caseload, coding, and documentation support.
 - E. Focused clinical communication, including interaction of local referral sources.
2. Prepare and maintain electronic and written documentation such as medical records and reports, including but not limited to assessments, screenings, appropriate services coding on individual charts of resident treatment progress, and evaluations in accordance with FDVA policies and procedures, as well as with the requirements of local, State, and federal governmental agencies and other third-party payers with physician orders and applicable plan of care.

(b) Coordination with Other Entities:

1. Contractor shall provide timely and accurate screenings and assessments as required for Minimum Data Set (MDS) completion, work closely with SVNH MDS Coordinator, participate with interdisciplinary team, and monitoring of functional outcomes and benchmarking.
2. Contractor will provide direction of therapy program on-site, through policies and procedures and in-service training.
3. Contractor must provide FDVA with, as well as advise therapists of, written copies of Contractor policies, procedures, rules, and regulations.
4. Contractor must provide services to SVNH residents under the terms and conditions of the Agreement, in accordance with local, State, and federal laws, as well as the conditions of participation and reimbursement coverage imposed by applicable governmental and other third-party payers.
5. Liaise with all member of the interdisciplinary team and other agencies, hospitals, residents, resident families as necessary to assure continuity of quality care for resident.
6. Vendor will perform quarterly audits of therapist clinical determinations to assure medical necessity of provided services and accuracy of therapist documentation.

21. Reporting Requirements. Contractor shall maintain written documentation of the services provided to SVNH residents, in the resident's medical record, as well as in FDVA's on-line, integrated clinical and financial management computer system to enter and coordinate its delivery of resident care services. The safety and confidentiality of all SVNH resident information must be maintained. Contractor will maintain all records and documentation, including but not limited to assessments, screenings, licensing, certifications,

and investigative reports. Upon FDVA request, in a HIPAA compliant manner, Contractor shall provide documentation to authorized FDVA requestor within one (1) hour.

FDVA will provide monthly SVNH resident data required by Contractor to ensure timely and accurate reporting. Contractor must provide a monthly billing report to FDVA in uploadable electronic format which allows for billing system integration. Contractor shall provide additional required reporting as specified below:

- (a) Monthly reports shall be due by the 5th business day of the month following the close of the prior month. Monthly reports to include but not be limited to the following:
 1. Billing Report: This report will provide the number of residents treated, the type of therapy services provided, minutes of care, the total amount of Medicare A and B services billed, and the total amount being billed FDVA (this report will be attached to invoices as part of the payment certification process).
 2. Billing Log (Therapy Service Log): This log itemizes the name(s) of residents and services provided to each resident and shall utilize current coding regardless of payer source.
 3. Safety Report: This report will document that safety inspections of therapy service work areas and therapy equipment are noted (with corrective action as applicable).
- (b) Quarterly Service Level Reports, due by the 10th of the first month following the close of the prior quarter. Quarterly reports to include but not be limited to the following:
 1. Medicare Part A and Part B Service Utilization Reports.
 2. Rehabilitation Treatment Length of Stay Report.
 3. Medicare Part A Length of Stay Report.
 4. Quarterly Data Analysis, Medical Record Audit, and Training Recommendation Report. This report will provide analysis of MDS, as well as, Quality Measures and Quality Indicator (QM/QI) data in order to identify trending for quality improvement and training opportunities.
 5. Resident/Resident Family Satisfaction Report (Survey).
 6. Outcome Measurement Report. This report shall document determination of services quality and effectiveness.

FDVA reserves the right to request Contractor to update reporting (i.e. add/delete fields, data requirements, etc.) and to produce reports specific to the data collection and reporting needs of FDVA. Requested reports will be coordinated between FDVA Project Manager and Contractor Project Manager. Should Contractor desire to revise any report, Contractor shall submit a detailed explanation of the requested revision(s) to FDVA Project Manager for approval prior to implementing.

22. Performance Evaluation and Quality Assurance. FDVA Project Manager will evaluate Contractor performance via quality assurance evaluation reports submitted monthly by each service locations QAM, as well as conducting periodic, on-site inspections of each SVNH. Methodology will include, but not be limited to a review of work schedules, safety inspection reports, quality control inspections and reports, and SVNH resident/resident family surveys. FDVA Project Manager will forward quality assurance evaluation reports to FDVA Contracting Administrator on a monthly basis. Quality assurance evaluation results are directly tied to certification of invoices for payment approval.

Contractor shall have or develop, and maintain an internal quality control program to ensure all required services are performed as specified in the Agreement. Additionally, Contractor shall develop and implement procedures to track, identify, prevent, remedy and ensure non-recurrence of defective services. Contractor is responsible for quality control and Agreement compliance.

23. Performance Standards. Contractor warrants that all services performed in accordance with Agreement, comply with customary, reasonable, and prudent standards of care in accordance with engaged industry "best practices", as well as local, State, and Federal requirements. Contractor shall provide all services in a timely manner and at minimum must meet the acceptable level of service for each of the key performance outcomes listed below.

- (a) Resident Satisfaction: Contractor shall conduct, coordinated with QAM, surveys of SVNH residents and/or resident families that indicate, at a minimum, the quality of service is satisfactory or better. All Contractor surveys must be preapproved by FDVA Project Manager.

1. Frequency: Conducted quarterly.
 2. Acceptable Level of Service: 95%.
- (b) Licensure, Certification, and Background Screening Standards: Contractor will comply with all required licensure, certification, and background screening standards.
1. Frequency: Prior to commencement, new hires, and annual licensure and certification renewal.
 2. Acceptable Level of Service: 100%.
- (c) Therapy Screens: All residents will be screened (visual assessment to determine need for therapy) by licensed and certified, physically present speech, occupational, and physical therapists.
1. Frequency: Admission, readmission, quarterly, upon SVNH staff referral, and change of condition.
 2. Acceptable Level of Service: 100%.
- (d) Resident Charts: Charts will contain current, accurate documentation of all therapy services.
1. Frequency: As required by resident status, at minimum weekly.
 2. Acceptable Level of Service: 100%
- (e) Minimum Data Set (MDS) Information: Accurate and timely resident therapy MDS information, including assessments, condition, documentation of therapy services and minutes, and MDS assignment and completion dating.
1. Frequency: Upon admission, quarterly and condition change
 2. Acceptable Level of Service: 100%

24. Financial Consequences. In the event of Contractor delay in the provision of services, not subject to unavoidable delays, FDVA reserves the right to recover actual damages which it estimates at this time to be in the amount of **\$56.00** per each engaged individual SVNH resident, for each calendar day the Contractor has failed to complete the requirements specified in the Agreement. FDVA reserves the right to increase this amount if its actual damages caused by Contractor's delay are higher. Deductions may be made from monies due or which may be due to the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor. Contractor shall submit written notice requesting extension of time to FDVA Project Manager for determination. FDVA, at its sole discretion, may approve extensions of the project completion date if delay is attributable to circumstances that are beyond the control of the Contractor. If FDVA approves extension of time, a fully executed change order must be used to incorporate the extension in the executed Agreement.

25. Performance Remedies. A means of redress shall be imposed in the event the Contractor fails to perform the requirements as specified in the Agreement. In addition to termination and financial consequences provisions specified in the Agreement, at FDVA's sole discretion, FDVA reserves the right to the following performance remedies:

- (a) When service performed does not conform to Agreement requirements, or when service was not performed in a specific area, Contractor shall re-perform the service in conformity with Agreement requirements at no additional cost to FDVA. Re-performance of these services shall commence immediately upon notification by QAM. Contractor shall have a sufficient workforce dedicated to ensure corrections are accomplished before noon the next workday without degradation to normal scheduled services. If FDVA affords Contractor an opportunity to comply with Agreement requirements, and Contractor fails to do so within the specified time frame, FDVA may terminate the Agreement in absence of any extenuating or mitigating circumstances. Determination of the extenuating or mitigating circumstances shall be at the sole discretion of FDVA.
- (b) Contractor will be held liable and financially responsible for any deficiencies by licensure and/or certification entities that result in monetary fines or denial of per diem reimbursement that is attributable to the Contractor.
- (c) Contractor shall be responsible for the correction of all applicable deficiencies, tags, and citations.
- (d) Recurring evaluations will be completed at the sole discretion of FDVA. Methodology may include but not be limited to a review of therapy documents, logs, sampling resident charts, licensure surveys, reports, billing invoices, and resident surveys.

26. FDVA Obligations.

- (a) FDVA shall maintain all State and federal occupancy permits, licenses, Medicare and Medicaid vendor certifications, and other government and regulatory approvals necessary for the operation of each respective SVNH.
- (b) FDVA will provide suitable storage and work space with standard items (i.e., chairs, desk, and telephone for local call service, access to a copy machine). FDVA will provide standard, necessary office supplies.
- (c) FDVA shall provide standard, necessary therapy equipment and supplies for the provision of therapy services by Contractor.
- (d) FDVA will provide housekeeping and maintenance for therapy work space.
- (e) FDVA will provide Contractor with written copies of FDVA policies, procedures, rules, and regulations that are applicable to Agreement. Contractor shall provide Contractor staff of the same.

27. FDVA Information Technology (IT). Contractor shall utilize FDVA's on-line, integrated clinical and financial management computer system to enter and coordinate its delivery of resident care services. FDVA shall provide Contractor with State of Florida personal computer network access to review resident care plans, enter information on therapy services, and utilize FDVA Electronic Email. Contractor access to FDVA network will be granted upon SVNH Administrator determination, approval, and submission of FDVA Network Access form noting Contractor's specific access request.

- (a) In accordance with Agreement, FDVA computer equipment and network services can only be used for accomplishing official business for required services provided to FDVA SVNH(s). Contractor will comply with all FDVA and State of Florida usage policies and procedures. FDVA will provide an Acceptable Use Statement, and Contractor will be required to read and sign these documents before using FDVA computer systems and network services. Any information created on or entered into any FDVA computer system becomes the property of the State of Florida. Contractor will not be permitted to install, delete, and/or copy software on FDVA computer systems.
- (b) Equipment and supplies provided by FDVA will remain the property of the State of Florida. Any equipment, tools, hardware, software, supplies, materials, provided by Contractor will remain the property of Contractor. FDVA shall not be responsible for any physical and/or information security provisions for Contractor provided computer hardware and software, including electrical surge protection and/or data backup. Contractor computer hardware cannot be connected nor software downloaded to FDVA computer network.
- (c) In connection with, and without limiting the generality of the foregoing, Contractor is in no way permitted to install any computer hardware, software, telephone equipment, telecommunication lines, facsimile machines and/or associated materials in any SVNH without prior written approval of the FDVA Chief Information Officer. If installation is approved, the FDVA shall have no rights in or to such equipment or materials, or the use thereof.
- (d) FDVA agrees that it will fully cooperate with Contractor in the removal of all Contractor equipment, software, supplies, materials, and other information. Contractor agrees to retain information whether it is in paper, electronic, or digital, or any other format, in compliance with State of Florida General Records Schedule GS1-SL, State of Florida General Records Schedule GS4 for Public Hospitals, Health Care Facilities, and Medical Vendors. In the event of Agreement termination, with the exception of resident information, Contractor will have no ownership or use rights in any of the foregoing.
- (e) All SVNH locations have wireless access to their network. All related devices are mission critical to resident care and have far reaching effects. Wireless access points are ceiling mounted, with wiring runs above the ceiling. Positions of these access points and the orientation of their antennas is vital to them working correctly. Wireless access points also run with "Power over Ethernet" (PoE), meaning that their network cables also carry low voltage power to each unit. Additionally, wall mounted kiosks in each facility also use PoE. Kiosks and wireless access points are visible and easily identifiable. Contractor shall not damage, alter, or disturb in any way all devices, units, wireless access points, kiosks, wiring, cables, fasteners, and mounting bases.

28. Invoicing and Payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states Contractor's rights and State Agency's responsibilities concerning interest

penalties and time limits for payment of invoices. The State's performance and obligation to pay under the Agreement are contingent upon an annual appropriation by the Legislature.

(a) All invoices will include Contractor's Federal Employment Identification Number, Agreement number, and FDVA's Purchase Order Number. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(b) Contractor shall submit monthly invoicing (by each individual SVNH) and a Billing Log (Therapy Services Log) that itemizes the name(s) of residents and services provided to each resident utilizing current coding regardless of payer source to FDVA within five (5) business days from the end of each calendar month. Such invoices shall include, for all SVNH residents for whom services have been rendered, the Current Procedural Terminology (current version "CPT" code) corresponding to each service provided to resident under Medicare Part A. The CPT Code will be provided to FDVA for all residents, regardless of payer source. Additionally, all restorative therapy services provided for any FDVA resident must be documented on FDVA Billing Log by discipline and HCPCS Code. Admitting, medical, and rehabilitative therapy diagnosis codes are required for all services rendered. FDVA shall be responsible for billing and collecting all sums due in connection with therapy services rendered by Contractor to residents at each SVNH, whether by submitting cost reports or other claims to third-party payers (including, but not limited to Medicare and Medicaid programs), by submitting claims to supplemental insurers, or by billing residents (or any other person responsible for the cost of therapy services) directly for amounts not covered by third-party payers (for co-payments, deductibles, or otherwise).

(c) If a governmental or third-party reimbursement source refuses to pay FDVA in full or in part for any therapy services rendered by Contractor hereunder (a disallowance) because the therapy service was not medically necessary, FDVA shall be entitled to offset in the amount of the disallowance against any amounts payable by FDVA to Contractor hereunder.

(d) In the event FDVA is notified of a disallowance or a proposed disallowance (denial notice), FDVA shall provide Contractor with a copy of the denial notice within three (3) business days of FDVA Billing Unit receipt of the denial notice.

(e) Contractor will appeal any denial notice received by FDVA, in connection with therapy services provided by Contractor. FDVA shall cooperate with Contractor during any appeal and shall provide Contractor with such information and documents as may be reasonably requested in connection with the appeal. If a final resolution of such appeal is reached and the appeal is not successful, Contractor shall issue FDVA a credit in the amount of such denied charges for service(s).

(f) If Medicare, Medicaid, or other insurance for needed therapy service(s) does not cover SVNH resident, Contractor shall submit written recommendation(s) to SVNH Administrator for approval and rate. Contractor must secure prior SVNH Administrator approval before invoicing for service(s). It is the Contractor's sole responsibility to obtain preauthorization for service(s) if required by private insurer. FDVA shall not be obligated to pay invoicing, if prior approval is not secured.

29. Agreement Transition. If the Contractor ceases to provide services, due to Agreement termination or expiration, Contractor must cooperate with the transition of SVNH resident services to the new provider, including joint visits with SVNH residents. Contractor shall communicate all transition matters with SVNH residents as instructed solely by FDVA. Contractor will gradually reduce the number of SVNH resident served by Contractor prior to the date of Agreement termination or expiration. Further, Contractor shall direct and enforce that all Contractor personnel refrain from making complaints to SVNH residents and FDVA personnel as to why the Agreement is terminating or expiring. In coordination with FDVA Project Manager, Contractor shall ensure that all contractor-owned items are removed from each respective SVNH upon completion of final services.

**SECTION "VI"
RESPONSE FORM**

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

IN PROVIDING A RESPONSE, THE RESPONDENT ACKNOWLEDGES THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THE SOLICITATION, AND THEIR RESPONSE IS MADE IN ACCORDANCE WITH THOSE REQUIREMENTS.

SOLICITATION NO. / TITLE: FDVA-ITN-13-006N "FDVA PHYSICAL, OCCUPATIONAL, AND SPEECH THERAPY SERVICES"

DESCRIPTION: CONTRACTOR SHALL PROVIDE FOR THE COMPLETE AND TOTAL PROVISION OF ALL PHYSICAL, OCCUPATIONAL, AND SPEECH THERAPY RELATED SERVICES FOR EACH OF FDVA'S SIX (6) STATEWIDE 120-BED STATE VETERANS' NURSING HOMES (LONG-TERM HEALTHCARE/SKILLED NURSING FACILITIES). ADDITIONALLY, THE SUCCESSFUL CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRANSITION PLAN FROM CURRENT PROVIDERS TO SUCCESSFUL CONTRACTOR'S SERVICES AND PROVIDE TECHNICAL ASSISTANCE ON THE THERAPEUTIC ASPECTS OF RESIDENT CARE TO ENGAGED FDVA STAFF.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

FIRM'S FEDERAL I.D. #: _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

PERSON TO CONTACT AFTER AWARD: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION, AND THAT THIS RESPONSE IS MADE IN ACCORDANCE WITH ALL REQUIREMENTS OF THE SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VII"
STATEMENT OF NO RESPONSE

IF YOUR FIRM DOES NOT INTEND TO SUBMIT A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE THE BELOW FORM AND RETURN TO FDVA. FORM MAY BE SENT TO EMAIL ADDRESS shawt@fdva.state.fl.us OR MAILED TO THE FOLLOWING:

TIM SHAW, FCCM
CONTRACTING ADMINISTRATOR
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, SUITE 311-K
LARGO FL. 33778-1630

WE, THE UNDERSIGNED, DECLINE TO SUBMIT A RESPONSE TO FDVA SOLICITATION NO. _____
FOR THE FOLLOWING REASON(S):

- _____ WE DO NOT OFFER THE PRODUCT OR SERVICE.
- _____ SPECIFICATION TOO "TIGHT" (PLEASE EXPLAIN BELOW).
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ INSUFFICIENT TIME TO RESPOND TO SOLICITATION.
- _____ OUR SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET BOND REQUIREMENTS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

FIRM'S FEDERAL I.D. #: _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I HEREBY CERTIFY THAT THE FIRM IDENTIFIED ABOVE DECLINES TO SUBMIT A RESPONSE TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VIII"
RESPONDENT REFERENCES

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL): _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

IN THE FOLLOWING BELOW PROVIDED SPACES, RESPONDENT SHALL LIST ANY NAMES UNDER WHICH IT OPERATED DURING THE PAST FIVE (5) YEARS:

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO PROPERLY EVALUATE RESPONDENT RESPONSE. RESPONDENT MUST PROVIDE FOUR (4) VERIFIABLE CLIENT REFERENCES IN THE LONG-TERM HEALTHCARE/SKILLED NURSING INDUSTRY. REFERENCES LISTED MUST BE FOR COMMODITIES OR SERVICES SIMILAR IN NATURE TO THAT REQUIRED BY THIS SOLICITATION.

THE SAME CLIENT MAY NOT BE LISTED FOR MORE THAN ONE (1) REFERENCE AND CONFIDENTIAL CLIENTS SHALL NOT BE INCLUDED. SUBCONTRACTORS LISTED AS REFERENCES WILL NOT BE ACCEPTED. ENTITIES HAVING AN AFFILIATION WITH THE RESPONDENT (I.E. CURRENTLY PARENT, SUBSIDIARY HAVING COMMON OWNERSHIP, HAVING COMMON DIRECTORS, OFFICERS OR AGENTS OR SHARING PROFITS OR LIABILITIES) WILL NOT BE ACCEPTED AS REFERENCES.

IN THE EVENT THE RESPONDENT HAS HAD A NAME CHANGE SINCE THE TIME SIMILAR COMMODITIES OR SERVICES WERE PERFORMED FOR A LISTED REFERENCE, THE NAME UNDER WHICH THE RESPONDENT OPERATED AT THAT TIME MUST ALSO BE PROVIDED ADJACENT TO THE SPACE PROVIDED FOR VENDOR NAME.

REFERENCES SHOULD BE AVAILABLE FOR CONTACT DURING NORMAL BUSINESS HOURS, 8:00 AM TO 5:00 PM LOCAL TIME. FDVA WILL ATTEMPT TO CONTACT EACH REFERENCE UP TO THREE (3) TIMES. IN THE EVENT THE REFERENCE CANNOT BE REACHED, FDVA WILL REQUEST RESPONDENT TO PROVIDE AN ALTERNATE REFERENCE WITHIN ONE (1) BUSINESS DAY. RESPONDENT FAILURE TO PROVIDE ALTERNATE REFERENCE WITHIN THE REQUIRED TIME MAY RESULT IN THE RESPONDENT BEING CONSIDERED NON-RESPONSIVE. FDVA WILL NOT ATTEMPT TO CORRECT AGED OR INCORRECTLY SUPPLIED INFORMATION.

ADDITIONALLY, FDVA RESERVES THE RIGHT TO CONTACT CLIENTS OTHER THAN THOSE IDENTIFIED BY THE RESPONDENT TO OBTAIN ADDITIONAL INFORMATION REGARDING RESPONDENT PAST PERFORMANCE. ANY INFORMATION OBTAINED AS A RESULT OF SUCH CONTACT MAY BE USED TO DETERMINE WHETHER OR NOT THE RESPONDENT IS "RESPONSIBLE VENDOR", AS DEFINED IN SECTION 287.012 (24), FLORIDA STATUTES.

REFERENCE NUMBER 1:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____ ALTERNATE CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____ ALTERNATE CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____ ALTERNATE CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____ CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____ LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 2:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____ ALTERNATE CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____ ALTERNATE CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____ ALTERNATE CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____ CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____ LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 3:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____ ALTERNATE CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____ ALTERNATE CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____ ALTERNATE CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____ CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____ LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 4:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____ ALTERNATE CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____ ALTERNATE CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____ ALTERNATE CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____ CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____ LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

SECTION "IX"
ADDENDUM ACKNOWLEDGMENT FORM

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

PRIOR TO SUBMITTING A RESPONSE TO THIS SOLICITATION, IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CONFIRM IF ANY ADDENDUM HAS BEEN ISSUED VIA THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS).

IF ANY ADDENDUM WERE ISSUED, THE AUTHORIZED UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM TO THIS SOLICITATION:

ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____

FIRM'S FAILURE TO ACKNOWLEDGE RECEIPT OF ISSUED ADDENDUM MAY RESULT IN THE RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL): _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I ACKNOWLEDGE RECEIPT OF THE ISSUED ADDENDUM TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "X"
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.135 FLORIDA STATUTES PROHIBITS STATE AGENCIES FROM CONTRACTING WITH COMPANIES, FOR GOODS AND SERVICES FOR ONE MILLION DOLLARS OR MORE, WHICH ARE EITHER ON THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST. BOTH LISTS ARE CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I HEREBY CERTIFY THAT THE FIRM IDENTIFIED ABOVE IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST.

I UNDERSTAND FDVA MAY IMMEDIATELY TERMINATE THE AGREEMENT FOR CAUSE IF THE RESPONDENT IS PLACED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO SECTION 287.153 FLORIDA STATUTES.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "XI"
ATTESTATION OF NO CONFLICT

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

REPRESENTATIVES OF THE RESPONDENT'S FIRM ARE REQUIRED TO DISCLOSE IF THEY HAVE ANY CONFLICT OF INTEREST IN THE PROCUREMENT PROCESS REGARDING SOLICITATION NO. _____.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGMENT: EACH UNDERSIGNED INDIVIDUAL HEREBY ATTESTS THAT HE/SHE TOOK PART IN THE PROCUREMENT PROCESS FOR THE ABOVE DETAILED SOLICITATION AND THAT THEY HAVE NO CONFLICT OF INTEREST.

1. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

2. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

3. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

4. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

5. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

6. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

7. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "A"
CERTIFICATION OF DRUG-FREE WORKPLACE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.087, FLORIDA STATUTES, PROVIDES THAT WHERE IDENTICAL TIE RESPONSES ARE RECEIVED, PREFERENCE SHALL BE GIVEN TO A RESPONSE RECEIVED FROM A RESPONDENT THAT CERTIFIES IT HAS IMPLEMENTED A DRUG-FREE WORKFORCE PROGRAM. PLEASE REVIEW THE BELOW, SIGN, AND RETURN THIS FORM TO CERTIFY YOUR FIRM'S IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM AS FOLLOWS:

1. PUBLISH A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATION OF SUCH PROHIBITION.
2. INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE FIRM'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAMS AND THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.
3. GIVE EACH EMPLOYEE ENGAGED IN PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION A COPY OF THE STATEMENT SPECIFIED ABOVE IN SECTION 1.
4. IN THE STATEMENT SPECIFIED ABOVE IN SECTION 1, NOTIFY EMPLOYEE(S) AS A CONDITION OF PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION, THAT EMPLOYEE(S) WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY FIRM OF ANY CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES AND ANY STATE, FOR A VIOLATION OCCURRING IN THE WORKPLACE NO LATER THAN FIVE (5) CALENDAR DAYS AFTER SUCH CONVICTION.
5. IMPOSE A SANCTION ON, OR REQUIRE THE SATISFACTORY PARTICIPATION IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM IF SUCH IS AVAIABLE IN THE EMPLOYEE'S COMMUNITY BY ANY EMPLOYEE WHO IS SO CONVICTED.
6. MAKE A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG-FREE WORKPLACE THROUGH IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM.

ACKNOWLEDGMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I CERTIFY THAT THIS FIRM FULLY COMPLIES WITH THE ABOVE REQUIREMENTS. I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO SECTION 287.153, FLORIDA STATUTES.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "B"
NON-COLLUSION AFFIDAVIT

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

STATE OF _____ COUNTY OF _____

FIRM'S NAME: _____

FIRM'S ADDRESS (PHYSICAL): _____

I STATE THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT ON BEHALF OF THE RESPONDENT, AND ITS OWNER, DIRECTORS, AND OFFICERS. I AM THE PERSON RESPONSIBLE IN MY FIRM FOR THE PRICE(S) AND THE AMOUNT(S) OF THIS RESPONSE, AND THE PREPARATION OF THE RESPONSE. I STATE THAT:

1. THE PRICE(S) AND AMOUNT(S) OF THIS RESPONSE HAVE BEEN ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER PROVIDER, POTENTIAL PROVIDER, RESPONDENT, OR POTENTIAL RESPONDENT.
2. NEITHER THE PRICE(S) NOR THE AMOUNT(S) OF THIS RESPONSE, AND NEITHER THE APPROXIMATE PRICE(S) NOR APPROXIMATE AMOUNT(S) OF THIS RESPONSE, HAVE BEEN DISCLOSED TO ANY OTHER FIRM OR PERSON WHO IS A PROVIDER, POTENTIAL PROVIDER, RESPONDENT, OR POTENTIAL RESPONDENT, AND THEY WILL NOT BE DISCLOSED BEFORE RESPONSE OPENING.
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE TO INDUCE ANY FIRM OR PERSONS TO REFRAIN FROM SUBMITTING A RESPONSE FOR THIS SOLICITATION, OR TO SUBMIT A PRICE(S) HIGHER THAT THE PRICE(S) IN THIS RESPONSE, OR TO SUBMIT ANY INTENTIONALLY HIGH OR NONCOMPETITIVE PRICE(S) OR OTHER FORM OF COMPLEMENTARY RESPONSE.
4. THE RESPONSE OF MY FIRM IS MADE IN GOOD FAITH AND NOT PURSUANT TO ANY AGREEMENT OR DISCUSSION WITH, OR INDUCEMENT FROM, ANY FIRM OR PERSON TO SUBMIT A COMPLEMENTARY OR OTHER NONCOMPETITIVE RESPONSE.
5. THE NAMED FIRM, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTOR, AND EMPLOYEES ARE NOT CURRENTLY UNDER INVESTIGATION, BY ANY GOVERNMENTAL AGENCY AND HAVE NOT IN THE LAST THREE YEARS BEEN CONVICTED OR FOUND LIABLE FOR ANY ACT PROHIBITED BY STATE OR FEDERAL LAW IN ANY JURISDICTION, INVOLVING CONSPIRACY OR COLLUSION WITH RESPECT TO SUBMITTING A RESPONSE ON ANY PUBLIC CONTRACT.

I STATE THAT I, AND THE NAMED FIRM, UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT, AND WILL BE RELIED ON BY THE STATE OF FLORIDA FOR WHICH THIS RESPONSE IS SUBMITTED. I UNDERSTAND AND MY FIRM UNDERSTANDS ANY MISSTATEMENT IN THIS AFFIDAVIT IS AND SHALL BE TREATED AS FRAUDULENT CONCEALMENT FROM THE STATE OF FLORIDA OF THE TRUE FACTS RELATING TO THE SUBMISSION OF RESPONSE FOR THIS AGREEMENT.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2013.

SIGNATURE OF NOTARY

STATE OF _____

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION: _____

TYPE OF IDENTIFICATION PRODUCED: _____

APPENDIX "C"
AGREEMENT INITIAL TERM PRICE SCHEDULE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

INITIAL CONTRACT TERM PRICING (YEARS 1-3) SHALL BE INCLUSIVE OF ALL REQUIREMENTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO RESPONSE OPENING DUE DATE AND TIME AS SPECIFIED IN THE TIMELINE.

PERIOD OF PERFORMANCE: September 1, 2013 through August 31, 2016)

Medicare Part A: \$ _____ Per Minute **Medicare Part B:** _____% to Vendor, _____% to FDVA

<u>CLIN#</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT</u>	<u>EST. UNIT PRICE</u>	<u>EST. TOTAL AMOUNT</u>
01	Provide Therapy Services at Daytona Beach (09/01/2013 – 08/31/2016)				
01A	Physical Therapy Services	36	Monthly	\$	\$
01B	Speech Therapy Services	36	Monthly	\$	\$
01C	Occupational Therapy Services	36	Monthly	\$	\$
01D	Senior Wellness Program Session	TBD	EA	\$	TBD
01E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
01F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
02	Provide Therapy Services at Land O Lakes (09/01/2013 – 08/31/2016)				
02A	Physical Therapy Services	36	Monthly	\$	\$
02B	Speech Therapy Services	36	Monthly	\$	\$
02C	Occupational Therapy Services	36	Monthly	\$	\$
02D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
02E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
02F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
03	Provide Therapy Services at Pembroke Pines (09/01/2013 – 08/31/2016)				
03A	Physical Therapy Services	36	Monthly	\$	\$
03B	Speech Therapy Services	36	Monthly	\$	\$
03C	Occupational Therapy Services	36	Monthly	\$	\$
03D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
03E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
03F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$

04	Provide Therapy Services at Panama City (09/01/2013 – 08/31/2016)				
04A	Physical Therapy Services	36	Monthly	\$	\$
04B	Speech Therapy Services	36	Monthly	\$	\$
04C	Occupational Therapy Services	36	Monthly	\$	\$
04D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
04E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
04F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
05	Provide Therapy Services Port Charlotte (09/01/2013 – 08/31/2016)				
05A	Physical Therapy Services	36	Monthly	\$	\$
05B	Speech Therapy Services	36	Monthly	\$	\$
05C	Occupational Therapy Services	36	Monthly	\$	\$
05D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
05E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
05F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
06	Provide Therapy Services Saint Augustine (09/01/2013 – 08/31/2016)				
06A	Physical Therapy Services	36	Monthly	\$	\$
06B	Speech Therapy Services	36	Monthly	\$	\$
06C	Occupational Therapy Services	36	Monthly	\$	\$
06D	Senior Wellness Program Session	TBD	EA	\$	TBD
06E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
06F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
	ESTIMATED TOTAL AMOUNT FOR INITIAL CONTRACT TERM				\$

 AUTHORIZED SIGNATURE

 PRINTED NAME

 TITLE

 DATE

APPENDIX "D"
AGREEMENT RENEWAL TERM PRICE SCHEDULE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

RENEWAL CONTRACT TERM PRICING (YEARS 4-6) SHALL BE INCLUSIVE OF ALL REQUIREMENTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO RESPONSE OPENING DUE DATE AND TIME AS SPECIFIED IN THE TIMELINE.

PERIOD OF PERFORMANCE: September 1, 2016 through August 31, 2019)

Medicare Part A: \$ _____ Per Minute **Medicare Part B:** _____% to Vendor, _____% to FDVA

<u>CLIN#</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT</u>	<u>EST. UNIT PRICE</u>	<u>EST. TOTAL AMOUNT</u>
01	Provide Therapy Services at Daytona Beach (09/01/2016 – 08/31/2019)				
01A	Physical Therapy Services	36	Monthly	\$	\$
01B	Speech Therapy Services	36	Monthly	\$	\$
01C	Occupational Therapy Services	36	Monthly	\$	\$
01D	Senior Wellness Program Session	TBD	EA	\$	TBD
01E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
01F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
02	Provide Therapy Services at Land O Lakes (09/01/2016 – 08/31/2019)				
02A	Physical Therapy Services	36	Monthly	\$	\$
02B	Speech Therapy Services	36	Monthly	\$	\$
02C	Occupational Therapy Services	36	Monthly	\$	\$
02D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
02E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
02F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
03	Provide Therapy Services at Pembroke Pines (09/01/2016 – 08/31/2019)				
03A	Physical Therapy Services	36	Monthly	\$	\$
03B	Speech Therapy Services	36	Monthly	\$	\$
03C	Occupational Therapy Services	36	Monthly	\$	\$
03D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
03E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
03F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$

04	Provide Therapy Services at Panama City (09/01/2016 – 08/31/2019)				
04A	Physical Therapy Services	36	Monthly	\$	\$
04B	Speech Therapy Services	36	Monthly	\$	\$
04C	Occupational Therapy Services	36	Monthly	\$	\$
04D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
04E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
04F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
05	Provide Therapy Services Port Charlotte (09/01/2016 – 08/31/2019)				
05A	Physical Therapy Services	36	Monthly	\$	\$
05B	Speech Therapy Services	36	Monthly	\$	\$
05C	Occupational Therapy Services	36	Monthly	\$	\$
05D	Senior Wellness Program Sessions	TBD	EA	\$	TBD
05E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
05F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
06	Provide Therapy Services Saint Augustine (09/01/2016 – 08/31/2019)				
06A	Physical Therapy Services	36	Monthly	\$	\$
06B	Speech Therapy Services	36	Monthly	\$	\$
06C	Occupational Therapy Services	36	Monthly	\$	\$
06D	Senior Wellness Program Session	TBD	EA	\$	TBD
06E	Quality Indicator Quarterly Report	12	Quarterly	\$	\$
06F	Medicare Utilization Quarterly Report	12	Quarterly	\$	\$
	ESTIMATED TOTAL AMOUNT FOR INITIAL CONTRACT TERM				\$

 AUTHORIZED SIGNATURE

 PRINTED NAME

 TITLE

 DATE

ATTACHMENT "A"
AGREEMENT ("Draft")

FDVA-ITN-13-006N "FDVA PHYSICAL, OCCUPATIONAL, AND SPEECH THERAPY SERVICES"

THIS AGREEMENT is made on this _____ day of _____, 2013, by and between State of Florida, Department of Veterans' Affairs ("FDVA"), with its principal location at Mary Grizzle State Office Building, 11351 Ulmerton Road, Suite 311-K, Largo, Fl. 33778-1630 and _____ ("Contractor"), with its principal location at _____.

WHEREAS, FDVA issued Invitation to Negotiate (ITN) No. 13-006N, on _____, 2013; for the complete and total provision of all physical, occupational, and speech therapy related services for each of FDVA's six (6) statewide 120-bed State veterans' nursing homes (long-term healthcare/skilled nursing facilities), development and implementation of a transition plan from current providers to successful Contractor's services, and provision of technical assistance on the therapeutic aspects of resident care to engaged FDVA staff, in accordance with FDVA requirements, as set forth in the ITN.

WHEREAS, Contractor submitted a Response to the ITN ("Response") on _____, 2013; and

WHEREAS, FDVA awarded the ITN Submittal to Contractor and the parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the parties in consideration of the mutual benefits and promises set forth herein, the adequacy of which is acknowledged by the parties, agree as follows:

1.1 DOCUMENTS:

1.1.1 "Contract Documents" shall mean and refer to this Agreement including any attachments, the ITN, all addenda and exhibits attached thereto including but not limited to, all duly executed and issued amendment (attached hereto as Exhibit "A"), the Response (attached hereto as Exhibit "B"), the Business Associate and Confidentiality Agreement (attached hereto as Exhibit "C") and any other exhibits as required. All of the foregoing are incorporated herein by reference and are made a part of this Agreement.

1.1.2 To the extent of any conflict between the Contract Documents, the ITN and any amendment shall control this Agreement, then FDVA's Purchase Order, and then the Contractor's Response.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide all physical, occupational, and speech therapy related services for each of FDVA's six (6) statewide 120-bed State veterans' nursing homes (long-term healthcare/skilled nursing facilities), development and implementation of a transition plan from current providers to successful Contractor's services, and provision of technical assistance on the therapeutic aspects of resident care to engaged FDVA staff, in accordance with FDVA requirements, as set forth in the ITN, for the following locations:

- Emory L. Bennett State Veterans' Nursing Home
1920 Mason Avenue
Daytona Beach, FL 32117
- Baldomero Lopez State Veterans Nursing Home
6919 Parkway Boulevard
Land O' Lakes, FL 34639
- Alexander Nininger State Veterans' Nursing Home
8401 W. Cypress Drive
Pembroke Pines, FL 33026
- Clifford Chester Sims State Veterans' Nursing Home
4419 Tram Road
Springfield, FL 32404

- Douglas Jacobson State Veterans' Nursing Home
21281 Grayton Terrace
Port Charlotte, FL 33954
- Clyde E. Lassen State Veterans' Nursing Home
4650 State Road 16
St. Augustine, FL 32092

2.1.2 Contractor shall complete the tasks as outlined in the ITN, as well as all services and work not mentioned but necessary for Contractor to complete the work outlined in the Contract Documents.

2.1.3 Contractor is responsible for securing any and all licenses, permits, special variances, inspections, approvals, exemptions, and permissions required to complete the work called for by the Contract Documents, including coordinating and notifying any agencies, prior to and during the work, which require such communication(s).

3.1 CONTRACT SUM AND TERMS OF PAYMENT:

3.1.1 In consideration of Contractor's faithful performance of the covenants in this Agreement and its completion and delivery of the statement of work as outlined in the Contract Documents, to the full satisfaction and acceptance of FDVA, FDVA agrees to pay or cause to be paid a total contract sum not to exceed **\$ TBD**, as set forth in Contractor's Response.

3.1.2 It is agreed that Contractor's expenses, including but not limited to costs for travel, printing and photocopying, long distance telephone calls and facsimiles, and overnight delivery services, are included in the sum listed in 3.1.1 above.

3.1.3 FDVA does not pay any excise or sales tax and shall provide to the Contractor sales tax exemption information, where appropriate.

3.1.4 During the performance of the services under this Agreement, FDVA shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the services called for by the Contract Documents. Contractor must receive prior written approval from FDVA before beginning any additional services related to the work under the Contract Documents. In the event that FDVA provides prior written approval for additional services, then, upon completion of such additional services, Contractor shall be entitled to compensation for the additional services rendered at the rate(s) or price(s) set forth in the Response, or as otherwise mutually agreed upon by the parties in writing. If Contractor performs additional services without first receiving prior written approval from FDVA, Contractor shall not be entitled to compensation for the unapproved services.

4.1 DELIVERABLES:

4.1.1 The deliverables, as defined in this Agreement, are outlined as the provision of all physical, occupational, and speech therapy related services for each of FDVA's six (6) statewide 120-bed State veterans' nursing homes (long-term healthcare/skilled nursing facilities), development and implementation of a transition plan from current providers to successful Contractor's services, and provision of technical assistance on the therapeutic aspects of resident care to engaged FDVA staff

5.1 PERFORMANCE MEASURES:

5.1.1 Performance measures will be based on the quality and timeliness of the deliverables as determined solely by FDVA.

6.1 FINANCIAL CONSEQUENCES:

6.1.1 In the event of Contractor delay in the provision of services, not subject to unavoidable delays, FDVA reserves the right to recover actual damages which it estimates at this time to be in the amount of **\$56.00** per each engaged individual SVNH resident, for each calendar day the Contractor has failed to complete the requirements specified in the Agreement. FDVA reserves the right to increase this amount if its actual damages caused by Contractor's delay are higher. Deductions may be made from monies due or which may be due to the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor. Contractor shall submit written notice requesting extension of time to FDVA Project Manager for determination. FDVA, at its sole discretion, may approve extensions of the project completion date if delay is attributable to circumstances that are beyond the control of the Contractor. If FDVA approves extension of time, a fully executed change order must be used to incorporate the extension in the executed Agreement.

7.1 APPLICABLE LEGAL STANDARDS:

7.1.1 Contractor shall comply with all federal and state laws, rules and/or regulations, and lawful orders of public authorities that, in any manner, could bear on the provision of services under the Contract Documents.

7.1.2 As between the parties, Contractor shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to Contractor's operation and provision of services as contemplated in the Contract Documents, and FDVA shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to FDVA's use of the services contemplated in the Contract Documents. Unless specified otherwise in the Contract Documents, each party will give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in this Agreement.

7.1.3 If the Contractor provides services in a manner that it knows is contrary to any laws, ordinances, orders, rules, and/or regulations, or that the Contractor should have known was contrary to the same, the Contractor shall assume full responsibility for such services and shall bear all attributable costs.

7.1.4 If the contract sum is for \$1 million dollars or more, and the Contractor is subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, FDVA, or if the Contractor has found to have submitted a false certification representing that Contractor has not been placed on these lists, then FDVA may terminate this agreement, in accordance with section 287.135, Florida Statutes (2011).

8.1 NOTICES:

8.1.1 All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

9.1 TERM OF SERVICE:

9.1.1 The initial term of this Agreement shall be for a period of three (3) years, commencing on _____, 2013.

9.1.2 The Agreement may be renewed, in whole or in part, for one additional term not to exceed three (3) years. Renewal will not include any compensation for cost associated with the renewal. Any renewal shall specify the renewal price, as set forth in the Respondent's submittal. Renewal shall be in writing and subject to the same terms and conditions as set forth in the Agreement. Any renewal shall be contingent upon satisfactory initial term performance evaluations as determined solely by FDVA and subject to availability of annual appropriation as approved by the State of Florida Legislature.

10.1 MODIFICATION:

10.1.1 The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

11.1 SUCCESSORS AND ASSIGNS:

11.1.1 The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of

the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

12.1 ENTIRE AGREEMENT

12.1.1 The Contract Documents, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto.

13.1 CLOSING

13.1.1 In the event any portion of the Contract Documents shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable and the Contract Documents shall be treated as though that portion had never been part of the Contract Documents.

13.1.2 The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

13.1.3 Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

13.1.4 This Agreement shall be governed by the laws of the State of Florida, and the parties stipulate any matter, action or proceeding, which is the subject of this Contract, shall be in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on _____, 2013.

Contractor Signature
Print Name: _____
Title: _____

State of Florida
Department of Veterans' Affairs
Signature: _____
Print Name: _____
Title: _____

Approved as to form and legality by FDVA
FDVA General Counsel's Office:

David Herman, Esq.

ATTACHMENT "B"**FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
BUSINESS ASSOCIATE AND CONFIDENTIALITY AGREEMENT ("Draft")****IN COMPLIANCE WITH THE
HIPAA PRIVACY AND SECURITY RULE AND HITECH ACT.**

THE PARTIES TO THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") are _____ ("**Business Associate**"), a "State of _____", "**i.e. LLC, Inc., etc.**" authorized to do business in the State of Florida with the business address of _____ and the Federal Tax Identification Number of [_____] and the **Florida Department of Veterans' Affairs ("FDVA" or "Agency")**, an executive department of the State of Florida with the business address of 11351 Ulmerton Road, Suite 311-K, Largo, Florida 33778-1630. (Each at times referred to as a "party" and collectively as "parties").

The parties have entered into on this ___ day of _____, 2013 (the "Effective Date") this Agreement for the purpose of establishing the permitted and required uses and disclosures of Protected Health Information by the Business Associate in compliance with the Business Associate contract regulations, as amended in 2013, at 45 Code of Federal Regulations ("CFR") 164.314(a), 45 CFR 164.502(e) and 164.504(e) issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the "Security Rule", and the "Privacy Rule" codified at 45 CFR Part 164, Subparts A, C and E, the Health Information Technology For Economic and Clinical Health Act (the "HITECH Act", as enacted in Pub. L. No. 111-05 H.R. 1, 111th Cong. (2009), Title XIII) as codified at 42 USC 17931, as well as those certain confidentiality requirements of the Florida Statutes cited below.

Business Associate will be providing certain physical, occupational, and speech therapy services more particularly described in the FDVA Physical, Occupational, and Speech Therapy Services Agreement (FDVA-ITN-13-006N). The Business Associate understands and agrees this Agreement is the companion to and incorporated by reference into the Physical, Occupational, and Speech Therapy Services Agreement.

The Business Associate also understands and agrees that should any conflict arise relating to the terms and conditions of this Agreement and those of the Physical, Occupational, and Speech Therapy Services Agreement that the terms of this Agreement shall be controlling in all circumstances, including but not limited to, conflicts regarding financial damages or losses suffered by the Agency as the result of a Security Incident or the improper disclosure of Protected Health Information caused by the Business Associate.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.0 Definitions.

Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.402, and 164.501, as amended.

(a) "**Agency**" means the Florida Department of Veterans' Affairs, an executive department of the State of Florida.

(b) "**Breach**" has the same meaning as the term "breach" as defined in 45 CFR 164.402.

(c) "**Business Associate**" means HealthMEDX, LLC, the FDVA contractor, as defined in 45 CFR 160.103.

- (d) "Covered Entity"** as defined in 45 CFR 160.103 means the Florida Department of Veterans' Affairs.
- (e) "Individual"** has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) "Parties"** mean collectively the Agency, FDVA, and the Business Associate, HealthMEDX, LLC. A **"party"** means either the Agency or the Business Associate.
- (g) "Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.
- (h) "Protected Health Information" or "PHI"** as defined in HIPAA at 45 CFR 160.103, means and is limited to the information received from, or created, maintained or transmitted by Business Associate on behalf of, Covered Entity.
- (i) "Secretary"** means the Secretary of the U.S. Department of Health and Human Services or designee.
- (j) "Security Incident"** as defined in 45 CFR 164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. It also means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed, or made inaccessible by an unauthorized activity. See, National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for detailed explanation.
- (k) "Security Rule"** means the security standards of 45 CFR Parts 160 and 164, Subparts A and C, as amended.

Part I – Privacy Provisions

2.0 Business Associate Obligations, Activities, and Warrants.

- (a)** Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement, and as required by applicable Federal or State of Florida laws nor intimidate or retaliate against any person as provided in 45 CFR 160.310 who reports such disclosure violations.
- (b)** Business Associate agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent Use or Disclosure of PHI other than as provided for in this Agreement.
- (c)** Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to it of the use or disclosure by Business Associate of Protected Health Information in violation of the requirements of this Agreement and applicable Federal and State of Florida laws and regulations.
- (d)** Business Associate agrees to report pursuant to 45 CFR 410 to FDVA any use or disclosure of Protected Health Information not provided for by this Agreement in accordance with Section 9 below.
- (e)** Business Associate agrees that any Subcontractor to whom it provides Protected Health Information shall agree also to the same or similar (provided that such similar restrictions meet the minimum requirements imposed by the Privacy Rule and Security Rule) restrictions and conditions with respect to such information that apply to the Business Associate through this Agreement as provided in 45 CFR 164.314.
- (f)** Business Associate agrees to provide upon request prompt access to Protected Health Information in a Designated Record Set, to the FDVA or, if directed by FDVA, directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make promptly any amendment(s) to Protected Health Information in a Designated Record Set that the FDVA directs or agrees to at the request of an Individual pursuant to 45 CFR 164.526. If any amendment will affect the Business Associate's permitted or required Uses or Disclosures, FDVA shall provide the Business Associate with any changes in, or revocations of, any permission or authorization by an Individual to Use or Disclose PHI as well as any restrictions on the Use or Disclosure of PHI that FDVA has agreed to in accordance with 45 CFR 164.522.

(h) Business Associate agrees for purposes of the Secretary determining the FDVA's compliance with the Privacy Rule to make its internal practices, books, and records, including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information available to the Secretary in a time and manner designated by the Secretary. Business Associate will notify FDVA if it receives such a request from the Secretary and, if requested by FDVA, provide FDVA with copies of the materials provided to the Secretary.

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

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

(k) Business Associate will comply and will cause its Subcontractors to comply with all applicable requirements of the Electronic Data Interchange (EDI) Standards if, under the terms of this Agreement, Business Associate conducts all or part of any Transaction under the Electronic Transactions and Code Sets Standards at 45 CFR Part 162.

(l) Business Associate agrees to determine the minimum necessary type and amount of PHI required under this Agreement to perform its services in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the "Security Rule", and the "Privacy Rule."

(m) Business Associate warrants in addition to all other duties, activities, and obligations provided in this Section that in carrying out such duties, activities, and obligations it shall:

1. Comply with "standard industry practices" relating information security.
2. Comply with State of Florida and FDVA's privacy regulations and policies in accessing, using, disclosing, and intentionally releasing Protected Health Information.
3. Not send Protected Health Information to offshore subcontractors of any type or kind for any purpose whatsoever, unless specially authorized in writing to do by the FDVA.

3.0 Business Associate Uses and Disclosures.

(a) Business Associate shall not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this Agreement without prior written approval from the FDVA.

(b) Business Associate may use Protected Health Information to provide Data Aggregation services to FDVA as permitted by 45 CFR 164.504 unless otherwise limited in this Agreement.

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

(d) Business Associate may use and disclose Protected Health Information as permitted under the Health Information Technology System Agreement to perform its obligations, as required by law, and

as otherwise authorized by FDVA. FDVA acknowledges that Business Associate will be subcontracting certain services under the Health Information Technology System Agreement to third parties, and FDVA expressly consents to such subcontracting, subject to Business Associate's compliance with Section 2.0(e).

4.0. FDVA Obligations to Business Associate.

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

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

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

5.0 State and Federal Laws Confidentiality.

(a) In addition to the HIPAA privacy requirements described in this Agreement, Business Associate agrees to observe the confidentiality requirements of applicable State of Florida and Federal laws.

(b) Business Associate will safeguard from disclosure all confidential records and information of FDVA, in whatever form, including the copying, recording, or verbally relaying of such confidential information to an unauthorized person.

(c) Given the above, to the extent applicable to Business Associate, Business Associate agrees to observe specially the following State of Florida and Federal law provisions concerning privacy and confidentiality relating to FDVA:

1. Section 400.022(1)(m), Florida Statutes, which requires that nursing home residents' personal and medical records shall be confidential and exempt from disclosure.
2. Section 400.119, Florida Statutes, providing that the incident reports filed with the risk manager and administrator of a long-term care facility (including nursing homes and assisted living facilities), notifications of the occurrence of an adverse incident, and adverse incident reports from the facility are confidential and exempt from disclosure. Additionally, the meetings of an internal risk management and quality assurance committee of the facilities and the records of those meetings are confidential and exempt from disclosure.
3. Section 415.107, Florida Statutes, requiring that all records concerning reports of abuse, neglect, or exploitation of a vulnerable adult, and all records generated as a result of such reports are confidential and exempt from disclosure.
4. Section 429.23(9), Florida Statutes, requiring that the adverse incident reports and preliminary adverse incident reports prepared under the facility internal risk management and quality assurance program are confidential and are not discoverable.
5. Rule 55-1.025(2), Florida Administrative Code, providing that all files, records, reports and other papers and documents pertaining to any claim under any of the laws administered by the United States Department of Veterans Affairs are confidential and are not public records of the State of Florida.
6. 38 USC 5701, mandates that all files, reports and other papers and documents pertaining to any claim of veterans benefits and the names and addresses of present members of the Armed Forces and their dependents are confidential and privileged.

7. 38 CFR 1.500 requiring that files, records, reports and other papers and documents pertaining to any claim filed with the United States Department of Veterans Affairs, whether pending or adjudicated, and the names and addresses of present or former personnel of the Armed Forces and their dependents is confidential and privileged.

8. 42 CFR 431.300-307 that concern the release of information of Medicaid applicants and recipients.

(d) Business Associate agrees that the confidentiality requirements of this Section herein apply to all of its employees, agents, representatives, and Subcontractors. Business Associate assumes responsibility and shall indemnify and hold the Florida Department of Veterans' Affairs, its agents and employees harmless as provided below from any damages or claims, including state and federal administrative proceedings and sanctions, including costs and attorneys' fees, resulting from breach by Business Associate of the confidentiality requirements under this Section.

6.0 FDVA Permissible Requests.

FDVA shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible if done by the FDVA under HIPAA, the Privacy Rule, the HITECH Act, and any other Federal laws, and the laws of the State of Florida.

7.0 Termination of Agreement.

(a) Termination. The Business Associate may have, upon a breach by it of this Agreement, an opportunity to cure the breach or end the violation within ten (10) business days. If the party does not cure the breach or end the violation within that period, FDVA shall have the right to terminate the Agreement for convenience. If neither termination nor cure is feasible, FDVA shall report the violation to the Secretary. A Notice of Termination shall specify the extent to which performance shall be terminated and the date upon which termination becomes effective.

(b) Effect of Termination. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to FDVA or destroy (and require its Subcontractors to return or destroy) all Protected Health Information maintained by them in any form and shall retain no copies thereof. If Business Associate or its Subcontractors elect to destroy such Protected Health Information, Business Associate shall certify to FDVA in writing when and that such Protected Health Information has been destroyed.

If it is not feasible for Business Associate or its Subcontractors to return or destroy any of said Protected Health Information (e.g., Protected Health Information maintained in media archives), Business Associate shall notify FDVA in writing that Business Associate or its Subcontractors have determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination.

(c) Continued Protection. Business Associate further agrees to extend any and all protections, limitations, and restrictions in this Agreement to the use or disclosure of any Protected Health Information retained after the termination and to limit (and require its Subcontractors to limit) any further uses or disclosures by itself or Subcontractors to those purposes that make the return or destruction of Protected Health Information infeasible.

(d) Business Associate Duty. Prior to the termination of this Agreement, the Business Associate shall ensure that pending the destruction or return of the Protected Health Information to the FDVA, protections continue for such information, in accordance with the termination provisions in this Section.

Part II – Security Rule

8.0 Security.

Business Associate and FDVA, the Agency, shall comply with the applicable requirements of the Security Rule, codified at 45 CFR Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the FDVA may meet compliance obligations under HIPAA-AS.

The parties agree to the following:

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

(b) Reporting Security Incidents. Business Associate will report to the FDVA any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of FDVA's Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of the FDVA's Electronic Protected Health Information or (b) interference with system operations in an information system containing FDVA's Electronic Protected Health Information. Upon the FDVA's request, Business Associate will report any Security Incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of FDVA's Electronic Protected Health Information or (b) interference with system operations in an information system containing FDVA Electronic Protected Health Information.

(c) Compliance Date. The parties will comply with Sections (a) through (c) of this Section 8 by the later of the (1) the last date set forth in the signature block above or (2) the compliance date of the Security Rule as defined in 45 CFR 160.103.

(d) Security Breach Notification Costs. The Business Associate agrees and understands it shall be responsible for payment of all costs of any type or amount associated with the security breach of Protected Health Information if such a security breach occurs and is the fault of the Business Associate or its Subcontractors. Such costs shall include, but not limited to, those related to fees and penalties, Governmental investigations and enforcement actions, and other legal actions of any type or kind.

Part III - HITECH Reporting Requirements

9.0 HITECH.

In the event of any inconsistency or conflict between Part II above and Part III, the more stringent provision shall apply.

Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as the Health Information Technology Economic and Clinical Health Act ("HITECH Act") as codified at 42 USC 17931, requires a Business Associate that contracts with FDVA, the Agency, a HIPAA Covered Entity, to comply with 45 CFR 164.410.

(a) Reporting. As set out below, the Business Associate shall report as provided in 45 CFR 164.410 to the FDVA any use or disclosure of Protected Health Information of which it becomes aware that is not permitted under this Agreement.

(b) Reporting to FDVA. The Business Associate will immediately report to the FDVA, but not later than within ten (10) business days of discovery, any use, or disclosure of Protected Health

Information not provided for in this Agreement. The Business Associate will immediately report to the FDVA, but no later than within ten (10) business days of discovery, any Security Incident. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

(c) Reporting to Secretary of Health and Human Services. The Business Associate shall cooperate with the FDVA to provide notice to the Secretary of Health and Human Services of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. If the Breach comprised less than five hundred (500) Individuals, the Business Associate may maintain a log of such a Breach and annually submit this log to the FDVA so that FDVA may satisfy its obligation to notify the Secretary of Health and Human Services documenting such Breaches occurring in the year involved.

(d) Financial Responsibility. If because of a Breach of Unsecured Protected Health Information that is directly attributable to Business Associate's failure to comply with its obligations under this Agreement, FDVA is required to send notices to affected Individuals, and then Business Associate shall reimburse FDVA for all costs of every type or kind incurred by FDVA to provide such notices.

(e) Mitigation. Business Associate shall mitigate, as provided in 45 CFR 164.308, to the extent practicable, any harmful effect known to the Business Associate of the use or disclosure in violation of this Agreement of Protected Health Information. To that end, Business Associate shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of PHI held by the Business Associate and apply appropriate sanctions against Business Associate workforce members who fail to comply with security policies and procedures of the Business Associate.

Part IV General Terms

10.0 Miscellaneous.

(a) Term. The term of the Agreement shall commence on the day written above and shall run concurrently with that certain companion FDVA Health Information Technology System Agreement.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, transactions, the security of Protected Health Information, or other aspects of HIPAA or the HITECH Act or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, propose to amend this Agreement in such manner as necessary to comply with such law or regulation.

If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement shall continue in effect after the Agreement terminates or expires.

(d) Relationship of Parties. FDVA is not in any way, or for any purpose, a partner or joint venture with, or agent of, the Business Associate in the conduct of this Agreement or for any other purpose.

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

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the Privacy Rule or other applicable Federal law.

(g) Venue. Venue of any action or proceedings, which is the subject of this Agreement, shall be the appropriate Federal or State of Florida court in Leon County, Florida.

(h) Assignment. Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the FDVA, which shall be at the sole discretion of FDVA. Notwithstanding the foregoing, Business Associate may transfer this Agreement to any successor entity by merger, sale or consolidation, or by any other corporate form of reorganization, that involves a transference of all or substantially all of its stock (or other ownership interest) or assets. Business Associate shall provide reasonable notice to FDVA. However, in the event of such transfer to a successor entity, Business Associate understands and agrees that FDVA shall retain right to refuse to permit such a transference and to terminate this Agreement for convenience.

(i) Indemnification. Business Associate shall indemnify, defend and hold harmless FDVA, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Business Associate and persons employed or utilized by it in the performance of this Agreement.

Business Associate shall hold harmless the FDVA and the State of Florida for any such financial or other type or kind of loss because of claims caused by the Business Associate, its officers, directors, or agents or other persons employed by or utilized by it. This obligation shall not be limited by, or in any way to, the related FDVA Health Information Technology System Agreement Limitations of Liability provisions, by insurance coverage, or by any provision exclusion or omission from any policy of insurance.

The Business Associate agrees to pay on behalf of the FDVA, as well as provide a legal defense for the FDVA, both of which will be done only when requested by the FDVA, for all claims as described in this paragraph. Such payment on the behalf of the FDVA shall be in addition to any and all other legal remedies available to the FDVA and shall not be considered the FDVA's exclusive remedy.

(j) Notices. All notices by either party to the other shall be made in accordance with the terms of this Section and will be deemed delivered: (a) three (3) business days after depositing such notice in the registered or certified mail of the United States of America, postage prepaid; or (b) one (1) business day after deposit with a national overnight courier, in each case to the applicable address set forth below:

For the Agency:

Executive Director

Florida Department of Veterans' Affairs

11351 Ulmerton Road, Suite 311K

Largo, Florida 33778-1630

For the Business Associate:

(k) Partial Invalidity. If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(l) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits FDVA to comply with the applicable provisions of the Privacy Rule, the Security Rule or the HITECH Act and the applicable statutory confidentiality requirements of the State of Florida.

(m) Additional Services. During the course of this Agreement, other duties may arise that are outside of the scope of duties set-forth herein. Such services will be considered as additional work if required by the FDVA.

(n) Titles. Article titles contained herein are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or describe the scope or extent of any provision of this Agreement.

(o) Entire Agreement. This writing is the entire contract of the parties. No representations, warranties, inducements, or oral agreements previously made between the parties shall continue unless stated herein.

(p) References. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

(q) Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents might be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Business Associate fails to abide by the provisions of Chapter 119, Florida Statutes, FDVA may, without prejudice to any right or remedy and after giving the Business Associate seven (7) days written notice, during which period it fails to allow access to such documents, terminate this Agreement.

(r) Regulatory References. All references in this Agreement to HIPAA, the HITECH Act, and any section in the Privacy Rule, the Security Rule, or any other regulations mean those sections in effect as of the Effective Date of this Agreement or as later amended.

(s) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of FDVA records or information, Business Associate shall immediately contact the Florida Department of Veterans' Affairs Office of the General Counsel, (850) 488-4183. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

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

(t) Audit. Business Associate shall maintain complete records and files of the services provided under this Agreement and such files and records shall be made available to FDVA upon reasonable notice for the purpose of an audit of its operations. FDVA shall have the right to inspect all files relating to the services provided by the Business Associate in the course of this Agreement and for a

period of three (3) years thereafter. Business Associate understands and agrees that any such audit shall include confirmation of the compliance by the Business Associate of the terms of this Agreement and applicable law, including HIPPA and HITECH.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Florida Department of Veterans' Affairs,

An executive department of the State of Florida.

By _____

Mike Prendergast

Colonel, US Army (Ret)

Executive Director

Business Associate, _____,

A "State of _____", "i.e. LLC, Inc., etc." authorized to do business in the State of Florida.

By: _____

Printed Name: _____

Title: _____

Witness

Name

Witness

Name

Approved as to form and legality:

FDVA Office of the General Counsel

Date: _____