

TITLE PAGE

**State of Florida
Department of Health
Division of Disease Control
Bureau of HIV/AIDS**

**REQUEST FOR PROPOSAL (RFP)
for
Florida HIV/AIDS Hotline**

DOH 11-052

Issued by:

The Florida Department of Health
Bureau of HIV/AIDS

Administrative Lead:

Maureen Livings, Purchasing Office
Florida Department of Health
4052 Bald Cypress Way, Bin B06
Tallahassee, FL 32399-1749
FAX: 850-412-1185

Vendor Name: _____

Name of Contact Person: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number(s): _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Authorized Signature (Typed) and Title: _____

Timeline
DOH 11-052

EVENT	DUE DATE	LOCATION
Request for proposals advertised	April 18, 2012	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing via e-mail	Prior to 4:00 PM EST April 25, 2012	Submit to: Florida Department of Health Purchasing – Maureen Livings, Ste 310 4052 Bald Cypress Way, Bin B06 Tallahassee, FL 32399-1749 Fax: (850) 412-1185 E-mail: Maureen Livings@doh.state.fl.us
Pre-Proposal conference call to answer questions	May 2, 2012 10:30 a.m.	The dial-in number is 1 (888) 808-6959. At the prompt, enter the following Conference Code: 4505618 Bldg. 2585 Rm 310 A
Answers to questions	May 9, 2012	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed proposals due and opened	Must be received PRIOR to: 2:30 PM EST May 15 , 2012	Florida Department of Health Purchasing – Maureen Livings Suite 310 4052 Bald Cypress Way, Bin B06 Tallahassee, FI 32399-1749
Anticipated evaluation of proposals	Beginning May 16, 2012	Evaluators begin review
Anticipated notice of award	May 23, 2012	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated contract begin date	July 1, 2012	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

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SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), as amended.

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

SECTION 2.0 GENERAL TERMS AND CONDITIONS (PUR 1000)

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

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to acquire a contractor to deliver telephone/Internet information, and referral (I&R) services regarding HIV/AIDS, sexually transmitted diseases (STD), tuberculosis (TB), hepatitis and treatment services to the public on behalf of the Division of Disease Control, Bureau of HIV/AIDS.

3.2 Term

The initial term of the contract resulting from this solicitation shall be for one (1) year from July 1, 2012 through June 30, 2013.

3.3 Definitions

- "Proposer" and "Respondent" mean the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- "Proposal" and "Response" mean the complete written response of the Proposer to the RFP, including properly completed forms, supporting documents, and attachments.
- "Business hours" means 8 A.M. to 5 P.M. Eastern Time on all business days.
- "Calendar days" counts all days, including weekends and holidays.
- "Contract" means the contract that will be awarded to the successful Respondent under this RFP, unless indicated otherwise.
- "Contractor" or "Provider" means the business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this RFP.
- "Department," "DOH" or "Buyer" means Department of Health and may be used interchangeably.
- "Desirable Conditions" means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
- "Mandatory Requirements" or "Minimum Requirements," means that the Department has

established certain requirements with respect to proposals to be submitted by Respondent. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.

- “Minor Irregularity,” used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the proposal terms and conditions which does not affect the price of the response, or give the respondent an advantage or benefit not enjoyed by other Bidders, or does not adversely impact the interests of the Department.
- “Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
- Contacts: A contact consists of one phone call, one e-mail, or one chat session with a client.
- DEBI (Diffusion of Effective Behavioral Interventions): A federal Centers for Disease Control & Prevention project designed to bring science-based, community and group level HIV prevention interventions to community-based service providers and state and local health departments.
- High-Risk Behavior: A term used to describe those activities that increase the risk of transmitting HIV. Examples would be anal or vaginal intercourse without a condom, sharing intravenous drug works and other blood-to-blood contact.
- Partner Services: Partner services are a broad array of services that should be offered to persons with HIV infection, syphilis, gonorrhea, or chlamydial infection and their partners.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

The respondent shall operate the state’s HIV/AIDS toll-free hotline which offers counseling, information and referrals on HIV/AIDS, STDs, TB, hepatitis and treatment services to the public. The services are to be provided on a statewide basis covering all sixty-seven (67) counties in Florida. The respondent shall develop and maintain a functional database that is run on a program such as Information and Referral Information System (IRIS) or a comparable program that meets the Alliance of Information and Referral Systems (AIRS) standards. The database will allow health professionals, department staff, community-based organizations (CBOs) and AIDS service organizations to obtain resources and information regarding HIV prevention and HIV/AIDS treatment. The respondent will publish an informational Internet web site and maintain a searchable resource database that includes a directory of HIV/AIDS testing sites, treatment and related services that are located in Florida provided via the web site free-of-charge to users at <http://211bigbend.net/hotlines/florida-hivaids-hotline.html>.

The Department retains title to all hotline numbers, website, website addresses, and the functional database.

4.2 Programmatic Authority

The successful applicant must comply with all applicable federal and state laws, regulations, action transmittals, and program instructions related to the following:

Florida Statute (F.S.) 381.003, Ryan White Part B Grant: 6X07HA00057-21-02

4.3 Major Program Goals

1. Increase public awareness, understanding, involvement in, and support for HIV/AIDS prevention and treatment initiatives.

2. Develop and maintain informational and referral data to better provide information, referrals and crisis counseling to callers requesting HIV prevention and treatment information.
3. Provide HIV/AIDS information using several modes of communication, including emerging technological methods, for the purpose of removing barriers to the general public for receiving HIV/AIDS information.

4.4 **Task List**

The successful respondent shall perform the tasks listed below.

1. **Objective:**

To raise awareness of HIV/AIDS and hepatitis as a serious health threat to Floridians, and to provide information on HIV/AIDS, STDs, TB, and hepatitis to include testing and program locations.

2. **Activities:**

- a. The Respondent will provide services in English on the 1-800-FLA-AIDS toll-free hotline, in Spanish on the 1-800-545-SIDA toll-free hotline, in Haitian-Creole on the 1-800-AIDS-101 toll-free hotline, and the Telecommunications Device for the Deaf (TDD) for the hearing impaired on the 1-888-503-7118 toll-free hotline.
- b. The respondent will open and utilize a translation services account with an entity designated by the Department.
- c. The respondent will ensure that the English, Spanish, and Haitian-Creole lines utilize an answering device that will provide recorded information during the hours that the hotline is not staffed by counselors, and twenty-four (24) hours per day on state of Florida holidays. The recorded message will contain information on HIV/AIDS, STDs and related concerns.
- d. The respondent will develop and maintain a functional database that runs on IRis or a comparable program that meets AIRS standards
- e. The database will allow health professionals, department staff, CBOs, and AIDS service organizations to obtain resources and information regarding HIV prevention and HIV/AIDS treatment.
- f. The respondent will provide information about HIV/AIDS, STD, TB, hepatitis, AIDS Drug Assistance Program (ADAP) and AIDS Insurance Continuation Program (AICP) on all hotlines and the searchable database .
- g. The respondent will provide referral services to confidential and anonymous HIV test sites, agencies involved in HIV prevention and treatment services, ADAP and AICP providers, Partner Services (PS), and other services as appropriate.
- h. The respondent will serve as a clearinghouse for AIDS health fraud information.
- i. The respondent will provide to the Florida Comprehensive Planning Network (FCPN) annual statistics regarding caller activity from each of the community planning partnership areas in order to assist them in compiling needs assessment data, upon request.

- j. The respondent agrees to advertise the HIV/AIDS hotline number on public service announcements and HIV/AIDS, STD, TB and hepatitis publications, and any other publications developed by the Bureau of HIV/AIDS.
- k. The respondent will provide counselors that can be used to respond to questions for short-term statewide emergencies.
- l. The respondent will provide additional assistance to callers who face barriers to receiving the services they need, upon the consent of the caller.
- m. The respondent will coordinate with the Department monthly to update data in the searchable database so that it remains current, including HIV test site location and time updates.
- n. The respondent will ensure that all staff are instructed to adhere to practices that protect the confidentiality of callers, email responses, and chatters.
- o. The respondent will provide a staff person to maintain communication with the Department supplied list of HIV/AIDS service providers, HIV/AIDS Program Coordinators, county health departments, community-based organizations, and other relevant agencies throughout Florida to assist the counselors with staying abreast of current HIV/AIDS, STD, TB and hepatitis information, knowledge, research, treatment and HIV testing technologies and algorithms.
- p. The respondent will ensure the special needs of Spanish and Creole speaking persons are targeted for services through the Spanish and Haitian-Creole and TDD hotlines will be addressed by developing a referral network for HIV/AIDS, STD, TB, and hepatitis services provided in those respective languages.
- q. The respondent will publish an informational Internet web site and maintain a searchable resource database that includes a directory of HIV/AIDS testing, treatment and related services that are located in Florida provided via the web site free of charge to users at <http://211bigbend.net/hotlines/florida-hiv-aids-hotline.html>.
- r. The respondent will respond to e-mail inquiries from the web site. These questions will be included in the total number of calls reported as offered and answered.
- s.

3. Deliverables:

A. Hotline

- 1. Each month, the respondent will respond to a minimum of 90 percent of telephone requests per month for information on HIV/AIDS, STDs, TB, and hepatitis in English, Spanish, Haitian-Creole, and the TDD toll-free hotlines.
- 2. The respondent will ensure that services are provided on the English, Spanish, and Haitian-Creole lines on a client-centered personal response basis or with the use of a language interpreter, from 8:00 a.m. to 9:00 p.m., Monday through Friday and 10:30 a.m. to 6:30 p.m. on Saturday.
- 3. The respondent will ensure that services are provided on the TDD lines, on a client-centered basis using American Sign Language (ASL), which is a typed variation of English via TDD from 8:00 a.m. to 9:00 p.m., Monday through Friday and 10:30 a.m. to 6:30 p.m. on Saturday. Hearing impaired persons can communicate in ASL or Standard

English.

4. The respondent will ensure that during the hours that the hotline is not open, TDD callers receive a written message to call back during operating hours (8:00 a.m. to 9:00 p.m., Monday through Friday and 10:30 a.m. to 6:30 p.m. on Saturday). In addition, if the counselor is temporarily unavailable, TDD callers will receive a programmed message asking the caller to hold.
5. The respondent will use an automated call distributor to provide services. There will be five (5) incoming lines in the rotary group for the English speaking public, two (2) incoming lines in the rotary group for the Spanish speaking public and two (2) incoming lines in the rotary group for the Haitian-Creole speaking public. One (1) line will be dedicated to the TDD. This telephone system will allow for incoming calls to be answered and placed in a message queue if counselors are busy with other calls.

B. HIV Database & Web-Based Programs

6. The respondent will provide current HIV/AIDS, STD, TB and hepatitis information and update the database monthly to ensure current information is being disseminated. The respondent will ensure the following information about HIV/AIDS, STDs, TB and hepatitis will be provided to callers, upon request:
 - Definition of the Human Immunodeficiency Virus (HIV), STDs, TB and hepatitis
 - Modes of transmission
 - Individuals at increased risk of HIV infection
 - Behaviors that place persons at risk
 - State confidential and anonymous counseling and testing site locations and services available
 - Purpose of HIV antibody test
 - HIV Testing Technologies, Algorithms, and Test Results
 - Medical adherence
 - Prenatal prophylaxis
 - Symptoms associated with HIV infection, AIDS, STDs, TB and hepatitis
 - Risk reduction behaviors
 - Support groups available statewide
 - Referrals as appropriate
 - Crisis and Suicide Intervention Counseling
 - How to access additional information and literature
7. The respondent will offer an “online chatting” feature on the website. One counselor will be dedicated to operating this feature. The trained counselor will offer online chatting during regular hotline operating hours. The respondent will host a minimum of 15 chat

sessions per month.

8. The respondent shall have the HIV/AIDS hotline, website and functional database open for operation on July 1st.

C. Staff Training

9. The respondent will recruit, hire, and train all staff for the hotline. All counselors shall complete at least forty (40) hours of pre-service training. The training shall include, but not be limited to, the following modules: orientation (two [2] hours); infectious diseases (HIV/AIDS, STD, TB and hepatitis); referral to include ADAP, AICP, PS (six [6] hours); Diffusion of Effective Behavioral Interventions/Replicating Effective Programs (DEBI) interventions and rapid testing (two [2] hours); Basic Counseling/Active Listening/Suicide Intervention (ten [10] hours); HIV testing and technologies (two [2] hours); Suicide Intervention dictated by the standards of the American Foundation for Suicide Prevention (one [1] hour) and supervised Phone Room Training (three [3] hours). The respondent will maintain a training file for each staff person that contains a certificate of completion for each required training.

4.5 Task Limits

The successful respondent shall not perform any tasks related to the project other than those described in Section 4.4 without the express written consent of the Department.

4.6 Staffing Levels

Each respondent shall include their proposed staffing for technical, administrative, and clerical support. The respondent shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the successful respondent's staffing levels do not conform to those promised in the proposal, it shall advise the respondent in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful respondent shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The Department's contract manager will exercise exclusive judgement in this matter.

4.7 HIPAA Business Associate Agreement

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

4.8 Staffing Changes

The successful respondent shall staff the project with key personnel identified in its proposal. Each proposal is considered by the Department to be essential to this project. Prior to substituting any of the proposed individuals the successful respondent shall notify and obtain written approval from the Department. This written justification should include a description of the circumstances requiring the changes and a list of the proposed substitutions individuals. The description must be detailed enough to permit the Department to evaluate how substituting the respondent's personnel will impact the project. The description must be detailed enough to permit the Department to evaluate how substituting the respondent's personnel will impact the project. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the

replacement of previously assigned personnel. Any such substitution shall be made only after consultation with Department staff.

4.9 Changes in Location

The successful respondent shall notify the department in writing a minimum of one week prior to making changes in location that will affect the department's ability to contact the successful respondent by telephone or facsimile.

4.10 Professional Qualification

The respondent will be responsible for the staff affiliated with the proposal, ensuring they have the education, experience, and training necessary to carry out the responsibilities to accomplish the goals of the HIV/AIDS Hotline program. The respondent is responsible to ensure that all employees and volunteers receive the DOH-approved security training prior to having access to confidential client information.

The respondent will provide the Department with a table of organization that identifies individual staff persons for all positions funded through this RFP. A second table of organization is due to the Department 45 days after the execution of the contract reflecting staff hired to implement the program. The respondent will provide updates to the Department as changes in personnel occur. The respondent will update formal training as needed which will be provided to all counselors on an ongoing basis to assist them in their professional development and to ensure that they keep their knowledge up-to-date.

4.11 Equipment

The successful respondent will be responsible for supplying, at its own expense, all equipment necessary to perform under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

Respondents must include any consideration for costs associated with the provision of equipment in the cost proposal in response to Section 4.21.

4.12 Reports

1. Monthly Program Progress Report: The respondent will submit monthly progress reports to the Department by the tenth (10th) day of the month following the month being reported. The monthly report shall include:
 - a. Narrative Component
 - Work accomplished
 - Current and potential problem areas and proposed corrective action
 - Any special activities planned in the next reporting period
 - b. Demographic Component
 - Nature of information required
 - How person heard of the hotline

- Minimum time length of incoming calls
- Caller's county of residence
- Caller's gender
- Caller's age
- Caller's race/ethnicity
- Counselor's assessment of caller's risk activity
- Outcome of call (e.g., how many referrals were made)
- The number of telephone referral calls from the National AIDS Hotline to the Florida HIV/AIDS Hotline
- The number of STD referenced calls
- The number of TB referenced calls
- The number of ADAP referenced calls
- The number of AICP referenced calls
- The number of PS referenced calls
- The number of DEBI referenced calls
- Email/Internet-based inquiries – How the user heard of the hotline email or website
- Email/Internet-based inquiries – User location
- Email/Internet-based inquiries – Nature of the inquiry
- Email/Internet-based inquiries – Number of referrals made

c. Searchable Database Component:

- The number of visitors to the HIV/AIDS database and the number of hits in the database
- The number of programs accessed and keywords accessed from the searchable HIV/AIDS database
- The number of new programs added, the number of updates completed and the total number of programs in the database at the end of the month

d. Website/Online Chatting Component:

- Number of pings the website receives
- The number of chat sessions

- Minimum time length of the chat sessions
 - Nature of information required
 - Counselor's assessment of chatter's risk activity
 - Chatter's county of residence
 - How chatter heard about the website
 - Chatter's age
 - Chatter's gender
 - Outcome of chat session (e.g., how many referrals were made)
3. Submit a comprehensive narrative quarterly report no later than the tenth (10th) day of the month following the end of the quarter as described in section 4.15, "Outcomes and Outputs (Performance Measures)".
 4. Media Report:
 - a. Advise the Department within twenty-four (24) hours by telephone of any press or media inquiry relating to the HIV/AIDS Hotline's response to "fast breaking" news.
 - b. Media inquiries other than those pertaining to the hotline should be referred to the Bureau of HIV/AIDS.

4.13 Experience

The response shall include contact information Respondents are required to submit with the proposal, contact information for three (3) entities the respondent has provided with services similar to those requested in this solicitation. Vendors shall use Attachment II, Experience Form of this RFP to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge.

4.14 Records and Documentation

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

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful respondent agrees to

furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the department. Data files will be provided in a format readable by the department.

The successful respondent agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful respondent further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful respondent of confidential records whether public record or not and promises to defend the Department against the same at its expense.

The successful respondent shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

4.15 Outcomes and Outputs (Performance Measures)

The successful respondent shall submit a report on a quarterly basis showing progress towards meeting the following performance measures. This report shall be submitted with the September, December, March, and June invoice:

1. Ninety (90) percent of calls will receive needed referrals to satisfy their requests.
Data source: Monthly reports
2. One hundred (100) percent of callers will be greeted by a trained counselor and offered assistance based on the need expressed.
Data source: Monthly reports
3. Statistics on all callers will be entered into the monthly report.
Data source: Monthly reports
4. Quality Assurance/Quality Insurance (QA/QI) report using the monitoring and evaluation methodology listed below.
Data source: Monthly reports

The successful respondent shall ensure that a written internal QA/QI system is in place. This written plan will be submitted with the July 2012 invoice and monthly report. A report on the ability of the successful respondent to achieve the desired quality assurance stated in this plan will be reported annually. At a minimum, this plan will include:

1. Supervisory staff reviewing call forms and follow-up records to measure client satisfaction and success in accessing services.
2. Supervisory staff monitoring calls using an observation phone when training new staff and to supervise staff.
3. Formal evaluations after six (6) months of service and annually thereafter.
4. Summary of the three (3) questions added to the caller call back form asked of the caller during the final phases of contact: Was the counselor helpful? Would you use the HIV/AIDS hotline again? Did the HIV/AIDS hotline give you a better understanding of the options and resources available?

4.16 Provider Unique Activities

The successful respondent is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 4.4. By execution of the resulting contract, the successful respondent

recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

4.17 Coordination with Other Entities

The successful respondent must train its counselors on how to utilize the telephone interpreting service that the Department has contracted with. This telephone interpreting firm will assist counselors in answering calls in one hundred and forty (140) languages.

4.18 Department Obligations

The department may provide technical support and assistance to the successful respondent(s) within the resources of the department to assist the successful respondent(s) in meeting the required tasks in Section 4.4 Task List. The support and assistance, or lack thereof shall not relieve the successful respondent from full performance of contract requirements.

4.19 Department Determinations

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

4.20 Financial Specifications

The Department of Health administers this program through funding from both state and federal sources. In order to assure the state will fulfill current and future needs, the Department reserves the right to award a contract to a single applicant and to offer a contract award for less than the amounts requested by applicants as deemed in the best interest of the State of Florida and the Department.

The successful respondent will be a sub-recipient and shall be governed by OMB Circular A-133.

Funding Source

This project is funded by \$240,735.00 of general revenue funds and \$24,265.00 of federal funds.

Funding of \$265,000.00 has been identified as potentially being available for the time period July 1, 2012 through June 30, 2013. Should additional funding become available, the state exercises its discretion at requesting additional services.

Federal Funding Clause: The approximate amount of federal funds contained in the total contract amount is \$24,265.00. The Catalogue of Federal Domestic Assistance (CFDA) Number is 93.917

Invoicing and Payment of Invoice

Pursuant to Section 287.058, Florida Statutes, all invoices must be submitted in detail sufficient for a proper pre-audit thereof.

Contract(s) resulting from this RFP will be fixed price/fixed fee.

Each month, one original invoice should be submitted for payment on the resulting contract. All support documentation will be legible and copy ready. All submissions not in compliance with these guidelines will be returned to the offeror for re-submission.

The review time determining the acceptance of deliverables will be in accordance with department standards. Invoices will be processed only after the Department determines acceptance of the

deliverable, and the contract manager signs the invoice. Disputed invoices will be returned to the successful respondent for correction.

The successful respondent shall submit the final invoice for payment to departmental offices no more than 30 days after termination of the contract. If the contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. All invoices will be in accordance with DOH payment procedures and schedules.

4.21 Cost Proposal

The respondent shall provide a cost proposal and to include the cost of the initial contract as well as any potential renewals. This cost proposal should narrate, the costs to be incurred, by category, in order to carry out and complete the deliverables, which consists of a detailed Narrative of Cost, and a line item budget.

.The detailed narrative and the line item budget must be itemized by each of the following element:

Staffing Cost

1. Personnel costs including fringe benefits

Program Cost

1. Office expenses (supplies, postage, printing, etc.)
2. Telephone
3. Equipment
4. Occupancy/Maintenance
5. Liability Insurance
6. Advertising/staff recruitment
7. Administrative costs (must be 10% or less of total amount)
8. Other program expenses

4.22 Responsive and Responsible

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

- Attachment II – Experience Form
- Attachment III – Required Certifications
- Required Certifications – Section 6.16
- Staff levels- Section 4.6
- Staff Changes – Section 4.8
- Financial Specifications mandatory documents – Section 4.20
- Cost proposal and Potential Renewals Section- 4.19
- Description of Approach to Performing Tasks – Section 4.24
- Description of Staff and Organizational Capacity – Section 4.25
- Public Records and Trade Secrets – Section 5.3

4.23 Evaluation of Proposal

Each response will be evaluated and scored based on the criteria defined in Attachment_I_. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

The respondent receiving the highest average score will be selected for award.

4.24 Description of Approach to Performing Tasks

The proposal shall include a section to provide insight into the respondent's approach to providing the services as specified in this solicitation. The respondent will address all areas of work within the Task List. The respondent's technical approach will demonstrate a thorough understanding and insight into this project.

Section 1: General Information-limit 5 Pages

1. The respondent should provide information about the agency, including history, administrative structure, table of organization, number of full-time equivalent employees (FTEs), the size of the agency's annual budget over the last five (5) years, and a brief description of experience related to implementing an HIV/AIDS hotline. Additionally, please provide proof of accreditation and/or 2-1-1 experience.

Section 2: Applicant Hotline and Counseling Experience-limit 15 pages

1. The respondent should describe previous experience running a statewide HIV/AIDS hotline that also provides information on STDs, TB and hepatitis and provide two (2) examples of how the hotline(s) operated.
2. The respondent should describe their plan to initiate services immediately upon execution of a contract.
3. The respondent should describe their plan to reach the designated monthly call amount of ninety percent (90%) providing information on HIV/AIDS, STDs, TB and hepatitis.
4. The respondent should describe their plan to recruit, hire and train all staff for the HIV/AIDS hotline.
5. The respondent should describe their plan to use an automated call distributor to provide services.
6. The respondent should describe their plan to adhere to practices that protect the confidentiality of callers to the HIV/AIDS hotline.

Section 3: Proposed Activities- limit 10 pages

1. The applicant should describe their plan to accomplish the activities in the task list (4.4), including their strategy and proposed budget (including a list of services provided) and ability to start services on July 1st..

2. The respondent should describe their plan to offer referral services, such as confidential and anonymous HIV test site, agencies involved in HIV prevention and treatment services, ADAP and AICP providers, PS, and others as appropriate.
3. The respondent should describe their plan to offer an Internet site that offers a searchable resource database that includes an updated directory of HIV/AIDS testing, treatment, and related services and offers online chatting with a trained counselor.

4.25 Description of Staffing and Organizational Capacity

The respondent's proposal must include:

- A description of the staff who will provide the service, their qualifications, resumes and the number of FTEs
- Table of organization
- Synopsis of corporate qualifications, indicating ability to manage and complete the proposed project
- Description of similar projects to the one proposed in the RFP
- Samples of prior work performed in similar settings

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

These "Special Instructions" shall take precedence over form PUR 1001 unless the conflicting term in PUR 1001 is statutorily required, in which case the term contained in the form PUR 1001 shall take precedence.

5.1 Instructions For Submitting Proposals

- Proposals may be sent via U.S. Mail, Overnight, Courier, or Hand-Delivered to the location as identified in the Timeline. Electronic submission of proposals will not be accepted for this solicitation. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- Proposals must be submitted in a sealed envelope/package with the solicitation number and the date and time of the bid opening clearly marked on the outside.
- The Department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the respondent to assure their proposal is submitted at the proper place and time indicated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- **Late proposals/offers will not be accepted.**

5.2 Instructions For Formatting Proposals

- Respondents are required to complete, sign, and return the "Title Page" with their proposals.
- The proposal should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) experience and 5) other support materials.

- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the respondent but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original proposal, five (5) copies of the proposal, and one electronic copy of the proposal on either CD. The electronic copy should contain the entire proposal/offer as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

5.3 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL.**”

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “**REDACTED COPY.**”

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

5.4 Respondents Inquiries

These instructions take precedence over General Instruction #5 in PUR1001.

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

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

All inquiries must be submitted to:

Florida Department of Health
 Attention: Maureen Livings
 4052 Bald Cypress Way, Bin B07
 Tallahassee, FL 32399-1749
 Fax: 850-412-1185
 Email: Maureen_livings @doh.state.fl.us

NOTE: FLORIDA LAW:

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

5.5 Special Accommodations

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

5.6. Minority and Service-Disabled Veteran Business - Participation

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

5.7 Subcontractors

The successful respondent may, only with prior written approval of the department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the department. No subcontract that the respondent enters into with respect to performance under the contract shall in any way relieve the respondent of any responsibility for performance of its contract responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful respondent shall provide a monthly Subcontract Report (Attachment IV) summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the DOH Contract Manager of the Department of Health. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

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

5.8 W9 Initiative

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

SECTION 6.0 SPECIAL CONDITIONS

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

6.1 Cost of Preparation

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

6.2 Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors

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

6.3 Identical Tie Proposals

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

6.4 Renewal

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

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal shall be submitted with the proposal for evaluation by the Department and shall not exceed 5% of the original proposed price. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in

the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6.5 Verbal Instructions Procedure

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

6.6 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the respondent to be aware of any addenda that might affect the submitted proposal.

6.7 Unauthorized Aliens

The employment of unauthorized aliens by any vendor is considered a violation of section 274A(a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

6.8 Certificate of Authority

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

6.9 Standard Contract/Standard Contract Agreement

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

6.10 Licenses, Permits, and Taxes

Respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.11 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the department for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a respondent who responds to a request for information from being eligible to contract with an department.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, Attachment III

6.12 Termination

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

Termination shall be in accordance with Department of Health Standard Contract, Attachment VI, Section III B or Department of Health Direct order Terms and Conditions, Attachment V.

6.13 Conflict of Law and Controlling Provisions

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

6.14 E-Verify

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

6.15 Scrutinized Companies

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

6.16 Required Certifications

All vendors must sign and return with its response the Required Certifications form, Attachment III.
Any vendor failing to return the Required Certifications form will be considered nonresponsive

ATTACHMENT I

Evaluation Criteria

Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

The respondent receiving the highest score will be selected for award.

Point Value: Unless otherwise indicated, zero is lowest possible and the number indicated in this column is the highest possible

Category	RFP Question Number	Question	Point Value	Points Awarded
Section		General Information		
3.2, 4.4.3.B.8	1.	How well does the proposal describe the respondent's ability to initiate services on July 1, 2012	0-10	
4.1, 4.4.2.d	2.	How well does the proposal describe the respondent's ability to maintain a functional database that is run on a program such as IRis or a comparable program that meets AIRS standards and allows health professionals, department staff, community-based organizations, and AIDS service organizations obtain resources and information regarding HIV prevention and HIV/AIDS treatment?	0-10	
4.4.2.g	3.	How well does the proposal describe the respondent's ability to offer referral services, such as to confidential and anonymous HIV test site, agencies involved in HIV prevention and treatment services, ADAP and AICP providers, Partner Services (PS) and others as appropriate?	0-10	
4.4.2.n	4.	How well does the proposal describe the respondent's ability to adhere to practices that protect the confidentiality of callers to the HIV/AIDS hotline?	0-10	
4.4.2.q	5.	How well does the proposal describe the respondent's ability to publish an Internet site that offers a searchable resource database that includes an updated directory of HIV/AIDS testing sites, treatment and related services and offers online chatting with a trained counselor?	0-10	
4.4.3.1	6.	How well does the proposal describe the respondent's ability to answer a minimum of 90 percent of telephone requests per month for information on HIV/AIDS, STD, TB and	0-10	

		Hepatitis?		
4.4.3.5	7.	How well does the respondent describe their ability to use an automated call distributor to provide services?	0-5	
4.4.3.C.9	8.	How well does the proposal describe the ability to recruit, hire and train all staff for the hotline?	0-10	
4.21	9.	How well was the cost proposal itemized and related to the required elements?	0-10	
4.25; section 1	10.	How well does the proposal describe the corporate organization, the Table of Organization, and the staff that will provide the service? How well does the applicant provide proof of an annual budget for the last five (5) years?	0-10	
4.25 Section 2	11.	How well do the samples of prior work meet the goal of the project?	0-5	
4.25 Section 3	12.	How well does the proposal describe the respondent's plan to accomplish the activities in the task list? Does the respondent demonstrate technical knowledge and expertise?	0-30	
TOTAL			130	

Proposer Name: _____

Evaluator Name: _____ Date: _____

ATTACHMENT II
EXPERIENCE FORM

DOH 11-052

Vendor's/Respondent's Name: _____

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

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

ATTACHMENT III

REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

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

Signature of Authorized Official

Date

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

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

Signature of Authorized Official

Date

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

** The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.



ATTACHMENT IV

DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

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

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: Renee Gregory, MBE
COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY,
STE. 310, TALLAHASSEE, FL. 32399-1734

1. DESIGNATIONS:

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

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

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

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

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

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

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

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

II. INSTRUCTIONS TO PRIME CONTRACTORS:

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

ATTACHMENT V

DIRECT ORDER TERMS AND CONDITIONS STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

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

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof..
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department , solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the department's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(17)(c), Florida Statutes, provides, “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

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

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

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

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

ATTACHMENT VI

Sample Document

CFDA No. _____
CSFA No. _____

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

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and

_____ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

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

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

C. To the Following Governing Law

1. State of Florida Law

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

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>,

verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

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

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

F. Indemnification

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

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

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

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

To submit the final invoice for payment to the department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid

time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

Electronic Fund Transfer

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

Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the

invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

This contract and its attachments as referenced, _____ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications,

representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

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

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

PROVIDER: _____

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

ATTACHMENT VII
HIPAA Business Associate Agreement
Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and
HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

This Agreement is entered into between the _____ (“Covered Entity”), and _____ (“Business Associate”). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.
- (k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

- (a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

4.0. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

- (a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of _____, Florida Statutes. (Program to supply applicable laws related to confidentiality)
- (b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:
 - 1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
 - 2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
 - 3. Furnish certain records for examination, by mail or by hand-delivery.
- (c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

- (a) Term.
The Term of this Agreement shall be effective as of _____, and shall terminate on _____. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause.
Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - 1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate

also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.

2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business
3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.
4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Security Addendum

8.0 Security

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

(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 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

(b) **Reporting Security Incidents.**

1. Business Associate will report to Covered Entity within 24 hours of the discovery of any incident of which Business Associate becomes aware that is:

- (a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or
- (b) a successful major
 - (1) modification or destruction of the Electronic Protected Health

Information or

(2) interference with system operations in an information system containing the Electronic Protected Health Information.

2. Upon the Department of Health's request, Business Associate will report any incident of

which Business Associate becomes aware that is a successful minor

- (a) modification or destruction of the Electronic Protected Health Information or
- (b) interference with system operations in an information system containing the

Electronic Protected Health Information.

(c) Compliance Date.

The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.

(d) Conflicts.

The provisions of this Section 9 will override and control any conflicting provision of this agreement.

(e) Corrective Action:

Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.

(f) Cure:

Business Associate agrees to take prompt corrective action to cure any security deficiencies.

Part III

9.0 Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.

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

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

- (g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.
- (i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

For: **DEPARTMENT OF HEALTH**

By: _____

Title: _____

Date: _____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

Approved as to form and legality:

_____ Office of the General Counsel

Date:

