

## EXHIBIT A – SPECIAL PROVISIONS

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

### **A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

NA

### **A-2. STATEMENT OF WORK**

The Provider shall assume the provision of Janitorial Services, including the setting of goals based upon facility needs within the context of Institutional priorities and available resources. The Provider, while not employees of the Department, must comply with all applicable NFETC policies and procedures, all applicable state and federal laws, codes, regulations, required trainings, comply with CARF standards applicable to services provided and any and all standards governing the Janitorial Services in mental health treatment facilities.

### **A-3. PAYMENT, INVOICE AND RELATED TERMS**

NA

### **A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

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

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

### **A-5. RECORDS, AUDITS AND DATA SECURITY**

NA

### **A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

NA

### **A-7. OTHER TERMS**

- 7-1 Campus - The entire legal limits of the Hospital or facility grounds, including those buildings used for the provision of resident services, or subleased or rented to other agencies by the department, as well as vacant buildings.
- 7-2 Emergency Services – Clean-up of chemical spills or disinfectant after flood cleanups.
- 7-3 Extra Pricing – Services that are not included in terms of contract and negotiated outside of contracted funds.
- 7-4 Facilities Manager - An employee of the Department that is responsible for the management of the North Florida Evaluation and Treatment Center facility and campus.
- 7-5 Fiscal Year - The 12- month period beginning on July 1 and ending on June 30.

7-6 Hospital – North Florida Evaluation and Treatment Center (NFETC), located in Alachua, Florida.

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

7-8 Janitorial Services Site Manager - Full time employees (# TBD) of the Provider responsible for the overall management of Janitorial services.

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

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

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

**7 FEDERAL FUNDS APPLICABILITY**

**8 CLIENT SERVICES APPLICABILITY**

## EXHIBIT B - SCOPE OF WORK

### **B-1. SCOPE OF SERVICE**

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

### **B-2. MAJOR CONTRACT GOALS**

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

### **B-3. SERVICE AREA/LOCATIONS/TIMES**

Services shall be provided at the Department of Children and Families, North Florida Evaluation and Treatment Center, located at Alachua, Fl. Services shall be rendered for 24 Resident living areas(PODs): 3 Ancillary Buildings; 2 Administrative Buildings (inclusive of Clinic and Pharmacy), and several activity buildings (inclusive of Recovery Centers and Dining Facilities)- (all detailed in the Hospital square footage reference herein). The Provider shall be responsible for the provision of all Janitorial Services at the Hospital (NFETC) between the hours of 7:00 am and 3:30 pm (inclusive of a 30-minute lunch). Service times must be scheduled accordingly to include emergency response time for disinfectant after flooding and/or cleanup anywhere on campus within 30 minutes of the event during the hours of operation. Services shall be provided Monday through Friday and specified weekend days and time relative to dining room schedules, inclusive of weekends and holidays. The Provider shall notify the Contract Manager, in writing, fifteen (15) calendar days prior to any changes in their administrative offices that would affect the Department's ability to contact the Provider relative to providing janitorial services.

### **B-4. CLIENTS TO BE SERVED**

### **B-5. CLIENT ELIGIBILITY**

### **B-6. CLIENT DETERMINATION**

### **B-7. EQUIPMENT**

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

### **B-8. CONTRACT LIMITS**

These services must be provided within the financial limits of the contract. Payment for the delivery of services is limited to \$\_\_\_\_\_ for the period of July 2018 through June 30, 2019, and \$\_\_\_\_\_ for each fiscal year through June 30, 2021, for a total contract dollar amount not to exceed \$\_\_\_\_\_.

### **B-9. SPECIAL PROVISIONS**

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

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

B-6.3 Professional Stripping and Waxing of all applicable floors twice each year, preferably July and January, and maintained daily by janitorial floor technicians daily to include weekly surface cleaning and buffing.

B-6.4 Professional Window/Blinds/Screens cleaning once annually and maintained weekly by janitorial staff.

B-6.5 Professional Vent cleaning annually and maintained weekly by janitorial staff.

## EXHIBIT C - TASK LIST

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

### **C-1. SERVICE TASKS**

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

### **C-2. ADMINISTRATIVE TASKS**

#### **C-2.1. Staffing**

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

C-2.1.2 The Provider shall ensure 8 hours of cleaning per living area each day and a minimum of 4 hours daily general cleaning to the additional administrative offices and ancillary buildings as indicated in Exhibit D1.

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

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

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

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

#### **C-2.2. Professional Qualifications**

The Janitorial Site Manager must possess the following minimum qualifications:

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

C-2.1.4 systems are required; and  
At the discretion of the Hospital, appropriate experience may substitute for the degree requirements.

**C-2.3. Subcontracting**

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

**C-2.4. Records and Documentation**

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

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

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

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

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

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

## EXHIBIT D – DELIVERABLES

- D-1.** The service units for this contract shall be comprised of one (1) month of service delivery of the tasks outlined in Section C-1., including the submission of Department approval/acceptance of all reports/deliverables scheduled for each given time period. At a minimum, the Provider will provide at a minimum of 2,464 hours of janitorial services each month as indicated on the monthly services report provided as support documentation with invoice. Adequate support staffing shall consist of one (1) full-time Site Manager; one (1) full-time Supervisors, twelve (12) full-time housekeepers (8 hours each day, M-F, specific areas on the weekends as indicated in Exhibit D1), and as indicated in a monthly staff roster. The deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
- D-2.** Emergency services (i.e. clean up of chemical spills or disinfectant after flood cleanups) shall be delivered in a timely manner as specified in Section B-3 no later than 30 minutes upon request by the NFETC Facility Manager or NFETC Contract Manager.
- D-3.** Monthly General Operating Status Report. The report shall summarize the janitorial services for the previous month including:
- D-3.1 Results of any environmental inspections, whether conducted by the Hospital's Quality Improvement services environmental staff or outside inspection agencies.
  - D-3.2 Any corrective actions planned/implemented as a result of the inspections and the current status of each; and
  - D-3.3 Operating and Capital Project status/financial reports, if requested by Contract Manager.
- D-4.** Monthly Customer Complaint Report – This report includes all complaints to the Janitorial Manager by date, department/caller, and nature of complaint and resolution of complaint made available upon request by Contract Manager.
- D-5.** Monthly Vacant Position Report – This report shall track all positions shown on the staffing plans that are vacant by more than thirty (30) calendar days by position number, position title, number of vacant days (beyond thirty (30) calendar days), daily rate of pay and vacancy deduction calculation.
- D-6.** Monthly Project Work Report – This report shall include the schedule of Project Work for the previous month and identify which projects were completed. The report must also detail explanations for projects scheduled but not completed.
- D-7.** Annual Reports – At a minimum, these reports shall summarize services provided, management goals planned and accomplished, project status, financial reports on required net savings, and planned budget controls (for initial review by the Department must be provided not later than July 1<sup>st</sup> of the year preceding the plan year).
- D-8.** Periodic (Real Time) Quality Assurance Report - The Provider shall provide a real time quality assurance report (via hard copy or access to web-based software).
- D-9.** Daily Time Sheets – All employees shall maintain daily time sheets for accountability of hours of services and shall be available upon request.
- D-10.** Additional reports – the Provider shall provide additional reports as the Parties may mutually agree upon, if this is determined to be necessary by the Department.

## EXHIBIT D1 – JANITORIAL PROCEDURES

### Resident Living Areas (POD) - Daily Procedures (Monday-Friday; Between 7:00 A.M. and 3:30 P.M.)

1. **Lobby and Hallways (daily- clean as often as necessary during janitorial business hours to maintain standard cleanliness)**
  - a. Wipe down all furniture;
  - b. Wipe down walls/ledges with disinfectant; and
  - c. Sweep and damp mop floors.
  
2. **Entrances (daily - clean as often as necessary during janitorial business hours to maintain standard cleanliness)**
  - a. High dust all doors and windows removing cob webs;
  - b. Sweep walkways and entrance areas; and
  - c. Vacuum carpets at all entrances.
  
3. **Water Fountains (daily and as necessary)**
  - a. Clean water fountain with disinfectant;
  - b. Apply thin coat of stainless steel cleaner on non porcelain sinks; and
  - c. Wipe down to remove excess.
  
4. **Residents' Bathrooms (daily -clean as often as necessary during janitorial business hours)**
  - a. Clean toilets and sinks with disinfectant;
  - b. Clean showers and tubs by removing all soap scum, mildew and other foreign matters;
  - c. Clean mirrors;
  - d. Wipe down walls/ledges with disinfectant;
  - e. Empty trash and place clean liners in all cans;
  - f. Disinfect trash cans daily/as needed;
  - g. Sweep and mop floors with disinfectant;
  - h. Replenish hand soap, toilet tissue and hand towels; and
  - i. Clean and/or replace showers curtains, as required.
  - j. Free of offensive odors
  
5. **Security Work Station/Staff Work Room (daily and as necessary)**
  - a. Wipe down walls/ledges with disinfectant;
  - b. Clean sinks and counter tops with disinfectant;
  - c. Sweep and mop floors with disinfectant; and
  - d. Replenish hand soap, toilet tissue, and hand towels.
  - e. Vacuum carpet, if applicable
  
6. **Laundry Rooms ( Twice Weekly)**
  - a. Sweep and mop floors with disinfectant;
  - b. Wipe down walls/ledges with disinfectant;
  - c. Clean behind washers and dryers;
  - d. Clean sink (hopper) and vents;
  - e. Clean outside light covers; and
  - f. Dust/clean air conditioning vents.
  
7. **Custodial Closets (daily)**



- a. Ensure Odor Free
- b. Products labeled and stored properly
- c. Dust free
- d. Equipment stored properly
- e. Removal of used cloths and trash daily

**8. Mop Closets (daily)**

- a. Ensure Odor Free
- b. Drains cleaned daily and free of debris
- c. Equipment stored properly

**Administrative Buildings**

**9. Daily (Monday-Friday)**

- a. Empty waste containers and change liners;
- b. Disinfect trash cans daily/as needed;
- c. Bathrooms;
  - Clean and sanitize toilets & sinks and surrounding areas;
  - Sweep and mop floors and sanitize restroom floors;
  - Clean mirrors;
  - Wash marks, grime, dirt and accumulated soil from walls in restrooms particularly in the vicinity of restroom fixtures;
  - Replenish hand soap, toilet tissue, and hand towels
  - All metal, porcelain and tiled surfaces will have a polished and clean appearance
- d. Sweep hallways, lobby and conference room;
- e. Vacuum mats and rugs in entrance/exit areas;
- f. Sweep outside doorway/walk areas.
- g. Wipe table tops in lobby and conference room; and
- h. Clean and sanitize drinking fountains with disinfectant
- i. Clean all glass doors and doorframes of all entryways and lobbies
- j. Clean and polish elevators, leaving no debris in grates, tracks or corners

**10. Weekly**

- a. Mop hallways, lobby and conference room;
- b. Sweep and mop floors with disinfectant;
- c. Vacuum carpet areas; and
- d. Buff floors
- e. Maintain and clean janitorial closet
- f. Sweep all stairs and landings and remove spills

**11. Monthly**

- a. Remove marks from walls and doors, including kick plates;
- b. Wipe down chairs in lobby; and
- c. Replace scent cartridges and deodorizers with a new cartridge labeled with replacement date, re-set deodorizers, and replace batteries (as required).

**12. Quarterly**

- a. Wipe and clean door frames and furniture frames;
- b. Dust walls, pictures, blinds & window sills in lobby areas and hallways;
- c. Sweep down cobwebs around light fixtures and ceiling; and

- d. Wash ground level windows;
- e. Strip, and wax floors and
- f. Clean behind furniture and refrigerators.

## **Clinic Area**

### **13. Daily ( Monday - Friday)**

- a. Wipe down walls/ledges with disinfectant;
- b. Clean sinks and counter tops with disinfectant;
- c. Sweep and mop floors with disinfectant;
- d. Vacuum carpet areas as required;
- e. Empty trash and place clean liners in all cans;
- f. Disinfect trash cans daily/as needed;
- g. Replenish hand soap, toilet tissue, and hand towels;
- h. Bathrooms;
  - Clean and sanitize toilets & sinks and surrounding areas;
  - Sweep and mop floors and sanitize restroom floors;
  - Clean mirrors;
  - Wash marks, grime, dirt and accumulated soil from walls in restrooms particularly in the vicinity of restroom fixtures;
  - Replenish hand soap, toilet tissue, and hand towels

### **14. Weekly**

- a. Mop halls and lobbies;
- b. Wipe down walls/ledges with disinfectant; and
- c. Mop classrooms and office floors with disinfectant;

### **15. Monthly**

- a. Remove marks from walls and doors, including kick plates;
- b. Wipe down chairs in classrooms & lobbies and door & furniture frames with disinfectant
- c. Clean behind furniture and refrigerators.

### **16. Quarterly**

- a. Dust pictures, blinds and window sills;
- b. Wash windows at ground level
- c. Vacuum fabric seats in offices and lobbies;
- d. Sweep down cobwebs around light fixtures and ceiling;
- e. Buff floors

### **17. Semi-Annual**

- a. Strip, wax and buff floors

## **Dietary Building / Main Dining Rooms (7 days a week)**

### **18. Daily (Monday – Friday)**

- a. Wipe down walls/ledges with disinfectant, as needed;
- b. Clean sinks and counter/table tops with disinfectant;
- c. Sweep and mop floors with disinfectant (mornings and afternoons)
- d. Empty trash and place clean liners in all cans; and
- e. Disinfect trash cans daily/as needed.
- f. High dust all door jams, decorations and ceilings;

- g. Dust all windows, screens and blinds;
- h. Dust/clean air conditioning vents; and
- i. Dust all sprinkler heads.

**19. Weekly**

- a. Mop halls and lobbies;
- b. Wipe down walls/ledges with disinfectant; and
- c. Mop classrooms and office floors with disinfectant;

**20. Monthly**

- a. Remove marks from walls and doors, including kick plates;
- b. Wipe down chairs in classrooms & lobbies and door & furniture frames with disinfectant
- c. Clean behind furniture and refrigerators.

**21. Quarterly**

- a. Dust pictures, blinds and window sills;
- b. Wash windows at ground level
- c. Vacuum fabric seats in offices and lobbies;
- d. Sweep down cobwebs around light fixtures and ceiling;
- e. Buff floors

**22. Semi-Annual**

- a. Strip, wax and buff floors

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**Bio-hazardous Waste Pick-up Schedule: TBA**

**General Cleaning Schedule - Recovery Treatment Areas**

**23. Daily**

- a. Empty waste containers and change liners;
- b. Disinfect trash cans daily/as needed;
- c. Bathrooms:
  - Clean and sanitize toilets & sinks and surrounding areas;
  - Sweep and mop floors and sanitize restroom floors;
  - Clean mirrors; wash marks, grime, dirt and accumulated soil from walls particularly in the vicinity of restroom fixtures with disinfectant; and
  - Replenish hand soap, toilet tissue, and hand towels.
- d. Sweep classrooms/hallway and lobby areas;
- e. Vacuum mats/rugs – internal/external
- f. Wipe table tops in classrooms and lobbies; and
- g. Clean and sanitize drinking fountains with disinfectant.

**24. Weekly**

- a. Mop halls and lobbies;
- b. Wipe down walls/ledges with disinfectant; and
- c. Mop classrooms and office floors with disinfectant.

**25. Monthly**

- a. Remove marks from walls and doors, including kick plates;
- b. Wipe down chairs in classrooms & lobbies and door & furniture frames with disinfectant
- c. Clean behind furniture and refrigerators.

**26. Quarterly**

- a. Dust pictures, blinds and window sills;
- b. Wash windows at ground level
- c. Vacuum fabric seats in offices and lobbies;
- d. Sweep down cobwebs around light fixtures and ceiling;
- e. Buff floors

**27. Semi-Annual**

- a. Strip, wax and buff floors

**Ancillary Buildings**

**28. Daily (Monday-Friday) and Upon Request**

- a. Clean and sanitize toilets & sinks and surrounding areas;
- b. Sweep and mop floors and sanitize restroom floors
- c. clean mirrors;
- d. wash marks, grime, dirt and accumulated soil from walls particularly in the vicinity of restroom fixtures with disinfectant; and
- e. keep soap, towels, toilet tissue supplied and filled.
- f. Sweep hallways, offices and lobbies;
- g. Sweep outside doorway/walk area;
- h. Empty waste containers change liners and disinfect;
- i. Bathrooms:
  - Clean and sanitize toilets & sinks and surrounding areas;
  - Sweep and mop floors and sanitize restroom floors;
  - Clean mirrors;
  - Wash marks, grime, dirt and accumulated soil from walls in restrooms particularly in the vicinity of restroom fixtures; and
  - Replenish hand soap, toilet tissue, and hand towels.
- j. Vacuum mats and rugs; and
- k. Clean and sanitize drinking fountains with disinfectant.
- l. Maintain and clean janitorial closet.

**29. Monthly**

- a. Remove marks from walls and doors, including kick plates;
- b. Wipe down chairs in classrooms & lobbies and door & furniture frames with disinfectant
- c. Clean behind furniture and refrigerators (if applicable)

**30. Quarterly**

- a. Wipe table tops and chairs in lobby;
- b. clean door frames and furniture frames;
- c. Dust walls in lobby and hallways, dust pictures, blinds and window sills;
- d. Sweep down cobwebs around light fixtures and ceiling;
- e. Remove marks from walls, doors, including kick plates;
- f. Mop hallways, offices and lobbies;

- g. Buff floors;
- h. Clean behind furniture and refrigerators

**31. Semi-Annual**

- a. Wash windows at ground level
- b. Strip and wax floors

**General Cleaning Schedule – - Gymnasium:**

**32. Weekly**

- a. Sweep lobby, gym floor and kitchen floors
- b. Empty all waste containers, change liners and disinfect
- c. Clean bathrooms:
- d. Clean and sanitize toilets & sinks and surrounding areas;
- e. Sweep and mop floors and sanitize restroom floors;
- f. Clean mirrors;
- g. Kitchen: remove marks, grime and dirt from cabinets/walls; wipe down counters.
- h. Vacuum mats in halls, lobbies;
- i. Clean and sanitize drinking fountains with approved antibacterial cleanser;

**33. Monthly or as Requested**

- a. Wipe and clean door frames;
- b. Dust walls in lobby, hallways, pictures, window sills;
- c. Buff tile floors;
- d. Sweep down cobwebs around light fixtures and ceiling in lobby;
- e. Remove marks from all walls and doors, including kick plates;
- f. Sweep outside doorway/walk area;
- g. Wash marks, grime, dirt and accumulated soil from walls in restrooms particularly in the vicinity of restroom fixtures; and replenish hand soap, toilet tissue, and hand towels.
- h. Check and replace batteries and scents in deodorizers;
- i. Sweep under bleachers and dry mop stage and gym floor

**34. Semi-Annual**

- a. Mop gym floor; and
- b. Strip, wax and buff hallways and lobbies
- c. Clean behind furniture and refrigerators.
- d. Wash windows

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

(Substitutions must be authorized by Infection Control Director)



## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

### E-1. MINIMUM PERFORMANCE MEASURES

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

E-1.1 The Provider shall reduce the number of Janitorial Services deficiencies as noted by Hospital Quality personnel by a minimum of 10% for fiscal year 2018-2019 and a minimum of 5% for each year following during the terms of the contract.

E-1.2 The Provider shall have no more than three (3) repeat deficiencies per year as noted by Hospital Infection Control and NFETC Environmental personnel. Deficiencies not under the control of the Provider shall not be included in this measure.

E-1.3 The Hospital shall maintain a semi-annual Hospital staff satisfaction rating of 85% for the Janitorial services provided. Semi-annual ratings will come from a survey provided by the Contract Manager and approved by the Department.

E-1.4 The Provider shall maintain a monthly cleanliness satisfaction rating of 85% for the Janitorial Services provided during FY 2018-2019. The percentage shall increase by 1% each fiscal year during the term of the contract up to a maximum of 90%. Monthly ratings will come from the data that is reported on the Quality of Life Comprehensive Inspection Tool referenced hereto.

### E-2. Performance Adjustments

E-2.1 The Provider shall be granted a start-up grace period of three (3) months. In the event the Provider fails to meet the performance measures stated above for three consecutive months following the grace period, the Provider shall develop a Corrective Action Plan (CAP), for Department approval, detailing how it intends to attain the targets in the following month and on a continuous basis throughout the year(s) of this contract. The Department, in its sole discretion, will determine whether the Provider's monthly payment will be adjusted for failure to meet the performance measure targets after Correction Action Plan expiration date.

E-2.2 Adjustments to the Provider's invoice will be made as a result of the Quality of Life Inspection Scores as follows:  
Scores: Monthly ratings of 79% to 70% with three (3) or more living areas will result in a 5% reduction per month.  
Monthly ratings below 70% will result in a 10% reduction per month.

Additional Adjustments to the Provider's invoice will occur when there is less than 2,464 hours of services provided monthly. The hourly rate to be adjusted will be obtained during the final negotiations between the Department and the Provider and will be referenced in the Memo of Negotiation.

## EXHIBIT F - METHOD OF PAYMENT

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

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

Term	Service Unit	Unit Price	Annual Amount
July 1, 2018 thru June 30 2019	One (1) complete month of Janitorial Services		
July 1, 2019 thru June 30, 2020	One (1) complete month of Janitorial Services		
July 1, 2020 thru June 30, 2021	One (1) complete month of Janitorial Services		
Total Contract Amount			

**F-3** Fees. The Provider shall pay for the following items, which will be provided by the Department. These items shall be listed and deducted from the Provider's monthly invoice as needed: (Annual requirements for each staff: Mandt and Incident Training)

- F-3.1 Mandt Training - \$145.00 per person
- F-3.2 Parking Decals - \$10.00 per person
- F-3.3 PPD Screening - \$10.50 per person
- F-3.4 Hepatitis Screening - \$10.00 per person
- F-3.5 ID Badge - \$15.00 per person
- F-3.6 Level II Background Screening - \$45.00 per person
- F-3.7 Incident Report Training – (Included in Mandt Training)

**F-4** Invoice Requirements

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

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

**F-5** REFER TO EXHIBIT F1 (INVOICE)



**EXHIBIT F1 –INVOICE**

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

## ATTACHMENT 1

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

### MONITORING

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

### AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

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

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

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

#### **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

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

**A.** Contract manager for this contract (1 copy)

TBA

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

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

Email address: [single.audit@myffamilies.com](mailto:single.audit@myffamilies.com)

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

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

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

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

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

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

### **PART IV: RECORD RETENTION**

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

## ATTACHMENT 2

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

### Section 1. Definitions

#### 1.1 Catch-all definitions:

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

#### 1.2 Specific definitions:

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

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

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

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

**Section 3. Permitted Uses and Disclosures by Business Associate**

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

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

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

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

**Section 5. Termination**

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

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

## 5.2 Obligations of Business Associate Upon Termination

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

## Section 6. Miscellaneous

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

1.



**ATTACHMENT 2**

1.

## **ATTACHMENT \_\_\_\_\_**

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

### **MONITORING**

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

### **AUDITS**

#### **PART I: FEDERAL REQUIREMENTS**

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

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

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

#### **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

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

- A.** Contract manager for this contract (1 copy)
- B.** Department of Children & Families ( 1 electronic copy and management letter, if issued )

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

Email address: [HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com)

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

<https://harvester.census.gov/facweb/>

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

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

#### **PART IV: RECORD RETENTION**

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

## ATTACHMENT \_\_\_\_

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

### Section 1. Definitions

#### 1.1 Catch-all definitions:

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

#### 1.2 Specific definitions:

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

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

- enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
  - 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

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

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

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

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

- 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
- 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health



- information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
  - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

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